

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Seminole County 800 MHz Rebanding Interlocal Agreement with Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, Winter Springs and Sanford Airport Authority

**DEPARTMENT:** Business Innovation  
Technology Services

**DIVISION:** Operations

**AUTHORIZED BY:** Robert Beach

**CONTACT:** Angela Mejias

**EXT:** 1042

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Seminole County 800 MHz Rebanding Interlocal agreement with the cities and Sanford Airport Authority.

County-wide

Robert Beach

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**BACKGROUND:**

Project Overview: Seminole County owns, maintains and operates an intergovernmental 800 MHz Radio System as part of our emergency and general government communication services shared with the cities as well as Sanford Airport Authority and School Board. The County is the FCC license holder and the several cities as well as the Airport Authority and the School Board operate their 800 MHz radio systems as subscribers under the County's license. The intent of the FCC rebanding order is to resolve the interference issues with private sector licensees of that spectrum, chiefly cell phone providers such as Sprint Nextel that have been part of a continuing struggle to provide a reliable and interference free communications band for all Public Safety users.

Under the FCC's Order, all rebanding responsibilities at the local level fall upon the license holder, in this case, Seminole County. Public agency licensees are required to coordinate, implement and actually handle the returning or replacement of all infrastructure and communications devices for themselves as well as subscriber entities operating under that license. The attached, uniform interlocal agreements provide the basic framework for the County to perform those duties and for all of the subscriber agencies in the County to cooperate in the coordination and actual implementation of this complicated logistical undertaking. It is expected that the actual returning or replacement of equipment will commence in the Spring of 2008.

**STAFF RECOMMENDATION:**

Staff recommends the Board approve and authorize the Chairman to execute the Seminole County 800 MHz Rebanding Interlocal agreements with the cities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, Winter Springs and Sanford Airport Authority.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Arnold Schneider )

**AGREEMENT BETWEEN THE CITY OF WINTER SPRINGS, FLORIDA  
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES  
RELATING TO REBANDING OF THE 800 MHz PUBLIC SAFETY/EMERGENCY  
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the **CITY OF WINTER SPRINGS, FLORIDA**, a municipality incorporated under the laws of the State of Florida, whose mailing address is **1126 East State Road 434, Winter Springs, Florida 32708**, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is **Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771**, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

**WHEREAS**, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

**WHEREAS**, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency

and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

**WHEREAS**, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

**WHEREAS**, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

**WHEREAS**, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. Term of Agreement.** The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the

FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

**Section 3. County Responsibilities.**

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both CITY'S and COUNTY'S system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

#### **Section 4. City Responsibilities.**

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, and the FCC and/or its

Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

#### **Section 5. Reconfiguration Workshop Locations.**

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license sub-



scribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

**Section 6. Compliance With Laws.**

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

**Section 7. Indemnification.** Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**Section 8. Insurance.** Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise

maintain a self insurance program.

**Section 8. Notice to Parties.**

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

**For CITY:**

Captain James Wilkins  
City of Winter Springs  
300 N. Moss Road  
Winter Springs, Florida 32708  
Telephone Number: 407-327-7981

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

**Section 10. Equal Opportunity Employment.** The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

**Section 12. Interpretations.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**Section 13. Alternative Dispute Resolution.** Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

**Section 14. Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**Section 15. Modifications, Amendments or Alterations.** Except as expressly provided in Sections 5 and 9 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 16. Assignment/Third Party Beneficiaries.**

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

**Section 17. Binding Effect.** Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**Section 18. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

**Section 19. Conflicts Of Interest.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

**Section 20. AGENCY RELATIONSHIP.** The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes

envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

**Section 21. Severability.** Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

**Section 22. Headings.** All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

**Section 23. Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.


**Section 24. Exhibits.** Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

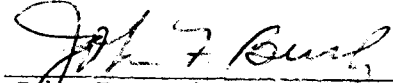
**IN WITNESS WHEREOF,** the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

(SIGNATURES ON FOLLOWING PAGE)

ATTEST:

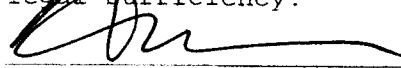
  
\_\_\_\_\_  
City Clerk

CITY OF WINTER SPRINGS, FLORIDA

By:   
\_\_\_\_\_  
John F. Bush, Mayor

Date: November 13, 2007

Approved as to form and  
legal sufficiency.

  
\_\_\_\_\_  
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_

BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Exhibit "A" - Inventory of 800 MHz Equipment to be rebanded

Exhibit "B" - Service Locations

**EXHIBIT "A"**

**Inventory of CITY's 800 MHz equipment needing reconfiguration or  
replacement**

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"

SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS

CASSELBERRY

LAKE MARY

LONGWOOD

OVIEDO

SANDORD

WINTER SPRINGS

SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard

District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)

District 3 - Lake Mary and Lake Emma

District 4 - Oviedo Lockwood and SR/419

District 5 - 436 and Howell Branch

District 6 - Fern Park

District 7 - Hunt Club

Fire Stations - TBD\*

\* Other service locations for portables to be determined and negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd

419 Fire Training Center



**AGREEMENT BETWEEN THE CITY OF ALTAMONTE SPRINGS, FLORIDA  
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES  
RELATING TO REBANDING OF THE 800 MHZ PUBLIC SAFETY/EMERGENCY  
RADIO COMMUNICATIONS SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a municipality incorporated under the laws of the State of Florida, whose address is **225 Newburyport Avenue, Altamonte Springs, Florida 32701**, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is **Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771**, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

**WHEREAS**, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

**WHEREAS,** COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

**WHEREAS,** as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

**WHEREAS,** the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

**WHEREAS,** a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

**NOW THEREFORE,** in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. Term of Agreement.** The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

**Section 3. County Responsibilities.**

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY's license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY's and COUNTY's systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both CITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator.

The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

#### **Section 4. City Responsibilities.**

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement. CITY and COUNTY understand and agree that the device inventory set forth in Exhibit "A" shall set forth and reference CITY/COUNTY ownership (specifically, inventory with a BCC ID having an AS before the number is CITY-owned, and inventory with a BCC ID having only a number and no AS before the number is COUNTY-owned), and after rebanding is completed, ownership shall remain the same so that if the CITY owned the inventory item prior to rebanding,

it will own same after rebanding, and likewise for COUNTY.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, and the FCC and/or its Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore. Provided, however, any said contracts agreed to by and between COUNTY and other parties as set forth in this paragraph, which contracts require or set forth additional responsibilities and duties by CITY which additional responsibilities and duties are not set forth in this Agreement, or which contracts require any monetary expenditure by CITY must be approved by the Altamonte Springs City Commission prior to being binding on CITY. No such contracts between COUNTY or any other party as set forth in this paragraph shall provide for indemnification by CITY to any party or third-party beneficiary, and CITY in no event shall be responsible for any such indemnification.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

#### **Section 5. Reconfiguration Workshop Locations.**

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

**Section 6. Compliance With Laws.**

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

**Section 7. Indemnification.** Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.



**Section 8. Insurance.** Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

**Section 9. Notice to Parties.**

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

**For CITY:**

Phillip D. Penland, City Manager  
City of Altamonte Springs  
225 Newburyport Ave.  
Altamonte Springs, Florida  
Telephone Number: 407-571-8031

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

**Section 10. Equal Opportunity Employment.** The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

**Section 12. Interpretations.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**Section 13. Alternative Dispute Resolution.** Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

**Section 14. Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**Section 15. Modifications, Amendments or Alterations.** Except as expressly provided in Sections 5 and 9 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 16. Assignment/Third Party Beneficiaries.**

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

**Section 17. Binding Effect.** Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**Section 18. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

**Section 19. Conflicts Of Interest.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

**Section 20. AGENCY RELATIONSHIP.** The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

**Section 21. Severability.** Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

**Section 22. Headings.** All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

**Section 23. Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

**Section 24. Exhibits.** Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

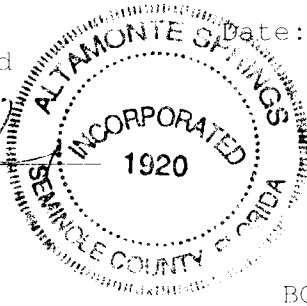
CITY OF ALTAMONTE SPRINGS, FLORIDA

Letsy Wainwright  
City Clerk

By: [Signature]

Approved as to form and legal sufficiency.

[Signature]  
City Attorney



Date: 9/24/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_

BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Exhibit "A"

Exhibit "B"

**EXHIBIT "A"**

Inventory of CITY's 800 MHz equipment needing reconfiguration or  
replacement

(To be provided by COUNTY and CITY staff)

**EXHIBIT "B"**

Reconfiguration Work Sites

(To be developed by COUNTY and CITY staff)

## INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
2	Altamonte Springs Admin	Fire Inspectors	466AVG0126	AS16804	Portable	Re-Program	MTS2000	2
3	Altamonte Springs Admin	Fire Inspectors	466AWY2009	AS018570	Portable	Re-Program	MTS2000	3
4	Altamonte Springs Admin	Fire Inspectors	466AWY2010	AS018582	Portable	Re-Program	MTS2000	3
5	Altamonte Springs Admin	Fire Inspectors	466AWY2017	AS018575	Portable	Re-Program	MTS2000	3
6	Altamonte Springs Admin	Fire Inspectors	466AWY2019	AS18584	Portable	Re-Program	MTS2000	3
7	Altamonte Springs Admin	Fire Inspectors	466AWY2020	AS018576	Portable	Re-Program	MTS2000	3
8	Altamonte Springs Admin	Fire Inspectors	466AWY2027	AS018577	Portable	Re-Program	MTS2000	3
9	Altamonte Springs Admin	Fire Inspectors	466AWY2029	AS018578	Portable	Re-Program	MTS2000	3
10	Altamonte Springs Admin	Fire Inspectors	466AXW1377	AS018881	Portable	Re-Program	MTS2000	2
11	Altamonte Springs Admin	Fire Inspectors	466AXW1378	AS018882	Portable	Re-Program	MTS2000	2
12	Altamonte Springs Admin	Fire Inspectors	466AYQ1670	AS019051	Portable	Re-Program	MTS2000	2
13	Altamonte Springs Admin	Fire Inspectors	466AZJ3132	AS19335	Portable	Re-Program	MTS2000	2
14	Altamonte Springs Admin	Fire Inspectors	466AZJ3133	AS19336	Portable	Re-Program	MTS2000	2
15	Altamonte Springs Admin	Fire Inspectors	722AXJ1532	AS18459	Mobile	Re-Program	MCS2000	3
16	Altamonte Springs PD	ASPD	466AAC5146	AS019581	Portable	Re-Program	MTS2000	3
17	Altamonte Springs PD	ASPD	466AAC5147	AS019582	Portable	Re-Program	MTS2000	3
18	Altamonte Springs PD	ASPD	466AAC5148	AS019580	Portable	Re-Program	MTS2000	3
19	Altamonte Springs PD	ASPD	466ABC3757	AS019954	Portable	Re-Program	MTS2000	2
20	Altamonte Springs PD	ASPD	466ACE2682	AS020264	Portable	Re-Program	MTS2000	2
21	Altamonte Springs PD	ASPD	466ACE2683	AS020265	Portable	Re-Program	MTS2000	2
22	Altamonte Springs PD	ASPD	466ACE2684	AS020266	Portable	Re-Program	MTS2000	2
23	Altamonte Springs PD	ASPD	466AWL0075	21751	Portable	Re-Program	MTS2000	2
24	Altamonte Springs PD	ASPD	466AWL0076	21757	Portable	Re-Program	MTS2000	2
25	Altamonte Springs PD	ASPD	466AWL0077	21755	Portable	Re-Program	MTS2000	2
26	Altamonte Springs PD	ASPD	466AWL0078	21733	Portable	Re-Program	MTS2000	2
27	Altamonte Springs PD	ASPD	466AWL0079	21753	Portable	Re-Program	MTS2000	2
28	Altamonte Springs PD	ASPD	466AWL0080	21750	Portable	Re-Program	MTS2000	2
29	Altamonte Springs PD	ASPD	466AWL0081	21768	Portable	Re-Program	MTS2000	2
30	Altamonte Springs PD	ASPD	466AWL0082	21754	Portable	Re-Program	MTS2000	2
31	Altamonte Springs PD	ASPD	466AWL0083	21756	Portable	Re-Program	MTS2000	2
32	Altamonte Springs PD	ASPD	466AWL0084	21738	Portable	Re-Program	MTS2000	2
33	Altamonte Springs PD	ASPD	466AWL0085	21761	Portable	Re-Program	MTS2000	2
34	Altamonte Springs PD	ASPD	466AWL0086	21760	Portable	Re-Program	MTS2000	2



## INVENTORY-ALTAMONTE SPRINGS

	A		B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model	
1									
35	Altamonte Springs PD	ASPD	466AWL0087	21743	Portable	Re-Program	MTS2000	2	
36	Altamonte Springs PD	ASPD	466AWL0089	21767	Portable	Re-Program	MTS2000	2	
37	Altamonte Springs PD	ASPD	466AWL0091	21730	Portable	Re-Program	MTS2000	2	
38	Altamonte Springs PD	ASPD	466AWL0092	21744	Portable	Re-Program	MTS2000	2	
39	Altamonte Springs PD	ASPD	466AWL0093	21741	Portable	Re-Program	MTS2000	2	
40	Altamonte Springs PD	ASPD	466AWL0094	21729	Portable	Re-Program	MTS2000	2	
41	Altamonte Springs PD	ASPD	466AWL0095	21758	Portable	Re-Program	MTS2000	2	
42	Altamonte Springs PD	ASPD	466AWL0096	21737	Portable	Re-Program	MTS2000	2	
43	Altamonte Springs PD	ASPD	466AWL0097	21748	Portable	Re-Program	MTS2000	2	
44	Altamonte Springs PD	ASPD	466AWL0098	21765	Portable	Re-Program	MTS2000	2	
45	Altamonte Springs PD	ASPD	466AWL0100	21739	Portable	Re-Program	MTS2000	2	
46	Altamonte Springs PD	ASPD	466AWL0101	21763	Portable	Re-Program	MTS2000	2	
47	Altamonte Springs PD	ASPD	466AWL0102	21749	Portable	Re-Program	MTS2000	2	
48	Altamonte Springs PD	ASPD	466AWL0103	21735	Portable	Re-Program	MTS2000	2	
49	Altamonte Springs PD	ASPD	466AWL0104	21736	Portable	Re-Program	MTS2000	2	
50	Altamonte Springs PD	ASPD	466AWL0105	21766	Portable	Re-Program	MTS2000	2	
51	Altamonte Springs PD	ASPD	466AWL0106	21740	Portable	Re-Program	MTS2000	2	
52	Altamonte Springs PD	ASPD	466AWL0108	21734	Portable	Re-Program	MTS2000	2	
53	Altamonte Springs PD	ASPD	466AWL0110	21762	Portable	Re-Program	MTS2000	2	
54	Altamonte Springs PD	ASPD	466AWL0111	21742	Portable	Re-Program	MTS2000	2	
55	Altamonte Springs PD	ASPD	466AWL0112	21724	Portable	Re-Program	MTS2000	2	
56	Altamonte Springs PD	ASPD	466AWL0113	21723	Portable	Re-Program	MTS2000	2	
57	Altamonte Springs PD	ASPD	466AWL0114	21722	Portable	Re-Program	MTS2000	2	
58	Altamonte Springs PD	ASPD	466AWL0115	21721	Portable	Re-Program	MTS2000	2	
59	Altamonte Springs PD	ASPD	466AWL0116	21720	Portable	Re-Program	MTS2000	2	
60	Altamonte Springs PD	ASPD	466AWL0117	21719	Portable	Re-Program	MTS2000	2	
61	Altamonte Springs PD	ASPD	466AWL0118	21746	Portable	Re-Program	MTS2000	2	
62	Altamonte Springs PD	ASPD	466AWL0119	21728	Portable	Re-Program	MTS2000	2	
63	Altamonte Springs PD	ASPD	466AWL0121	21726	Portable	Re-Program	MTS2000	2	
64	Altamonte Springs PD	ASPD	466AWL0122	21725	Portable	Re-Program	MTS2000	2	
65	Altamonte Springs PD	ASPD	466AWL0123	21727	Portable	Re-Program	MTS2000	2	
66	Altamonte Springs PD	ASPD	466AWL0124	21745	Portable	Re-Program	MTS2000	2	
67	Altamonte Springs PD	ASPD	466AWL0165	21772	Portable	Re-Program	MTS2000	3	

## INVENTORY-ALTAMONTE SPRINGS

A		B	C	D	E	F	G	H
Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model	
Altamonte Springs PD	ASPD	466AWL0166	21769	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0167	21778	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0168	21770	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0169	21773	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0170	21777	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0171	21774	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0172	21776	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0173	21771	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0174	21775	Portable	Re-Program	MTS2000	3	
Altamonte Springs PD	ASPD	466AWL0447	22758	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0448	22740	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0449	22762	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0450	22733	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0451	22736	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0452	22728	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0453	22734	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0454	22747	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0455	22730	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0456	22756	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0457	22727	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0458	22759	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0459	22753	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0460	22763	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0461	22717	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0462	22735	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0464	22742	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0467	22751	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0468	22760	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0471	22721	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0472	22743	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0473	22732	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0474	22744	Portable	Re-Program	MTS2000	2	
Altamonte Springs PD	ASPD	466AWL0475	22750	Portable	Re-Program	MTS2000	2	

## INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
101	Altamonte Springs PD	ASPD	466AWL0476	22731	Portable	Re-Program	MTS2000	2
102	Altamonte Springs PD	ASPD	466AWL0477	22739	Portable	Re-Program	MTS2000	2
103	Altamonte Springs PD	ASPD	466AWL0478	22745	Portable	Re-Program	MTS2000	2
104	Altamonte Springs PD	ASPD	466AWL0479	22741	Portable	Re-Program	MTS2000	2
105	Altamonte Springs PD	ASPD	466AWL0480	22725	Portable	Re-Program	MTS2000	2
106	Altamonte Springs PD	ASPD	466AWL0481	22737	Portable	Re-Program	MTS2000	2
107	Altamonte Springs PD	ASPD	466AWL0482	22720	Portable	Re-Program	MTS2000	2
108	Altamonte Springs PD	ASPD	466AWL0483	22761	Portable	Re-Program	MTS2000	2
109	Altamonte Springs PD	ASPD	466AWL0484	22738	Portable	Re-Program	MTS2000	2
110	Altamonte Springs PD	ASPD	466AWL0485	22729	Portable	Re-Program	MTS2000	2
111	Altamonte Springs PD	ASPD	466AWL0486	22749	Portable	Re-Program	MTS2000	2
112	Altamonte Springs PD	ASPD	466AWL0487	22757	Portable	Re-Program	MTS2000	2
113	Altamonte Springs PD	ASPD	466AWL0488	22755	Portable	Re-Program	MTS2000	2
114	Altamonte Springs PD	ASPD	466AWL0489	22722	Portable	Re-Program	MTS2000	2
115	Altamonte Springs PD	ASPD	466AWL0490	22752	Portable	Re-Program	MTS2000	2
116	Altamonte Springs PD	ASPD	466AWL0491	22754	Portable	Re-Program	MTS2000	2
117	Altamonte Springs PD	ASPD	466AWL0492	22723	Portable	Re-Program	MTS2000	2
118	Altamonte Springs PD	ASPD	466AWL0493	22746	Portable	Re-Program	MTS2000	2
119	Altamonte Springs PD	ASPD	466AXJ1196	AS018404	Portable	Re-Program	MTS2000	3
120	Altamonte Springs PD	ASPD	466AXJ1197	AS018405	Portable	Re-Program	MTS2000	3
121	Altamonte Springs PD	ASPD	466AXJ1198	AS018403	Portable	Re-Program	MTS2000	3
122	Altamonte Springs PD	ASPD	466AXJ1199	AS018406	Portable	Re-Program	MTS2000	3
123	Altamonte Springs PD	ASPD	466AXJ1200	AS001236	Portable	Re-Program	MTS2000	3
124	Altamonte Springs PD	ASPD	466AXY2413	AS019011	Portable	Re-Program	MTS2000	2
125	Altamonte Springs PD	ASPD	466AXY2424	AS019012	Portable	Re-Program	MTS2000	2
126	Altamonte Springs PD	ASPD	466AYW0046	AS018776	Portable	Re-Program	MTS2000	3
127	Altamonte Springs PD	ASPD	466AYW0047	AS018771	Portable	Re-Program	MTS2000	3
128	Altamonte Springs PD	ASPD	466AYW0048	AS018773	Portable	Re-Program	MTS2000	3
129	Altamonte Springs PD	ASPD	466AYW0049	AS018775	Portable	Re-Program	MTS2000	3
130	Altamonte Springs PD	ASPD	466AYW0050	AS018774	Portable	Re-Program	MTS2000	3
131	Altamonte Springs PD	ASPD	466AYW0051	AS018772	Portable	Re-Program	MTS2000	3
132	Altamonte Springs PD	ASPD	466AYW0052	AS018770	Portable	Re-Program	MTS2000	3
133	Altamonte Springs PD	ASPD	466AZG4198	AS019365	Portable	Re-Program	MTS2000	2

## INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
1	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
134	Altamonte Springs PD	ASPD	466AZQ2631	AS019494	Portable	Re-Program	MTS2000	2
135	Altamonte Springs PD	ASPD	481SVZ5645	22441	Mobile	Replace	Maxtrac	1
136	Altamonte Springs PD	ASPD	481SVZ5650	22444	Mobile	Replace	Maxtrac	1
137	Altamonte Springs PD	ASPD	481SVZ5685	22448	Mobile	Replace	Maxtrac	1
138	Altamonte Springs PD	ASPD	481SVZ5686	22450	Mobile	Replace	Maxtrac	1
139	Altamonte Springs PD	ASPD	481SVZ5687	22143	Mobile	Replace	Maxtrac	1
140	Altamonte Springs PD	ASPD	481SVZ5688	22446	Mobile	Replace	Maxtrac	1
141	Altamonte Springs PD	ASPD	481SVZ5693	22445	Mobile	Replace	Maxtrac	1
142	Altamonte Springs PD	ASPD	481SVZ5696	22442	Mobile	Replace	Maxtrac	1
143	Altamonte Springs PD	ASPD	481SVZ5699	22447	Mobile	Replace	Maxtrac	1
144	Altamonte Springs PD	ASPD	481SVZ5701	22453	Mobile	Replace	Maxtrac	1
145	Altamonte Springs PD	ASPD	481SVZ5706	22449	Mobile	Replace	Maxtrac	1
146	Altamonte Springs PD	ASPD	481SVZ5709	22452	Mobile	Replace	Maxtrac	1
147	Altamonte Springs PD	ASPD	481SVZ5711	22451	Mobile	Replace	Maxtrac	1
148	Altamonte Springs PD	ASPD	481SVZ5712	22139	Mobile	Replace	Maxtrac	1
149	Altamonte Springs PD	ASPD	481SVZ5718	22443	Mobile	Replace	Maxtrac	1
150	Altamonte Springs PD	ASPD	481SVZ5932	AS017954	Mobile	Replace	Maxtrac	1
151	Altamonte Springs PD	ASPD	481SVZ5934	AS17948	Mobile	Replace	Maxtrac	1
152	Altamonte Springs PD	ASPD	481SVZ5944	AS17949	Mobile	Replace	Maxtrac	1
153	Altamonte Springs PD	ASPD	481SVZ5955	AS017950	Mobile	Replace	Maxtrac	1
154	Altamonte Springs PD	ASPD	481SVZ5956	AS17951	Mobile	Replace	Maxtrac	1
155	Altamonte Springs PD	ASPD	481SWH5251	22419	Mobile	Replace	Maxtrac	1
156	Altamonte Springs PD	ASPD	481SWH5258	22414	Mobile	Replace	Maxtrac	1
157	Altamonte Springs PD	ASPD	481SWH5262	22413	Mobile	Replace	Maxtrac	1
158	Altamonte Springs PD	ASPD	481SWH5275	22416	Mobile	Replace	Maxtrac	1
159	Altamonte Springs PD	ASPD	481SWH5280	22421	Mobile	Replace	Maxtrac	1
160	Altamonte Springs PD	ASPD	481SWH5285	22417	Mobile	Replace	Maxtrac	1
161	Altamonte Springs PD	ASPD	481SWH5288	22412	Mobile	Replace	Maxtrac	1
162	Altamonte Springs PD	ASPD	481SWH5293	22410	Mobile	Replace	Maxtrac	1
163	Altamonte Springs PD	ASPD	481SWH5299	22423	Mobile	Replace	Maxtrac	1
164	Altamonte Springs PD	ASPD	481SWH5302	22436	Mobile	Replace	Maxtrac	1
165	Altamonte Springs PD	ASPD	481SWH5303	22424	Mobile	Replace	Maxtrac	1
166	Altamonte Springs PD	ASPD	481SWH5312	22411	Mobile	Replace	Maxtrac	1

INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
1	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
167	Altamonte Springs PD	ASPD	481SWH5314	22418	Mobile	Replace	Maxtrac	1
168	Altamonte Springs PD	ASPD	481SWH5336	22428	Mobile	Replace	Maxtrac	1
169	Altamonte Springs PD	ASPD	481SWH5350	22434	Mobile	Replace	Maxtrac	1
170	Altamonte Springs PD	ASPD	481SWH5352	22431	Mobile	Replace	Maxtrac	1
171	Altamonte Springs PD	ASPD	481SWH5361	22408	Mobile	Replace	Maxtrac	1
172	Altamonte Springs PD	ASPD	481SWH5379	22425	Mobile	Replace	Maxtrac	1
173	Altamonte Springs PD	ASPD	481SWH5380	22438	Mobile	Replace	Maxtrac	1
174	Altamonte Springs PD	ASPD	481SWH5381	22437	Mobile	Replace	Maxtrac	1
175	Altamonte Springs PD	ASPD	481SWH5382	22426	Mobile	Replace	Maxtrac	1
176	Altamonte Springs PD	ASPD	481SWH5384	22433	Mobile	Replace	Maxtrac	1
177	Altamonte Springs PD	ASPD	481SWH5388	22440	Mobile	Replace	Maxtrac	1
178	Altamonte Springs PD	ASPD	481SWH5394	22427	Mobile	Replace	Maxtrac	1
179	Altamonte Springs PD	ASPD	481SWH5397	22432	Mobile	Replace	Maxtrac	1
180	Altamonte Springs PD	ASPD	481SWH5407	22429	Mobile	Replace	Maxtrac	1
181	Altamonte Springs PD	ASPD	481SWH5436	22439	Mobile	Replace	Maxtrac	1
182	Altamonte Springs PD	ASPD	481SWH5455	22415	Mobile	Replace	Maxtrac	1
183	Altamonte Springs PD	ASPD	481SWH5512	22420	Mobile	Replace	Maxtrac	1
184	Altamonte Springs PD	ASPD	481SWH5517	22422	Mobile	Replace	Maxtrac	1
185	Altamonte Springs PD	ASPD	481SWH5519	22435	Mobile	Replace	Maxtrac	1
186	Altamonte Springs PD	ASPD	481SWH5523	22430	Mobile	Replace	Maxtrac	1
187	Altamonte Springs PD	ASPD	481SWH5524	22409	Mobile	Replace	Maxtrac	1
188	Altamonte Springs PD	ASPD	481SWH5639	AS017952	Mobile	Replace	Maxtrac	1
189	Altamonte Springs PD	ASPD	481SWH5944	AS17953	Mobile	Replace	Maxtrac	1
190	Altamonte Springs PD	ASPD	481SWH5950	AS17947	Mobile	Replace	Maxtrac	1
191	Altamonte Springs PD	ASPD	481SWH5951	AS017955	Mobile	Replace	Maxtrac	1
192	Altamonte Springs PD	ASPD	481SWH5958	AS17956	Mobile	Replace	Maxtrac	1
193	Altamonte Springs PD	ASPD	500CFE1108	AS021153	Mobile	Re-Program	XTL5000	2
194	Altamonte Springs PD	ASPD	500CFE1109	AS021152	Mobile	Re-Program	XTL5000	2
195	Altamonte Springs PD	ASPD	500CGD0476	AS021584	Mobile	Re-Tune	XTL5000	2
196	Altamonte Springs PD	ASPD	500CGD0477	AS021585	Mobile	Re-Tune	XTL5000	2
197	Altamonte Springs PD	ASPD	500CHD0887	AS021799	Mobile	Re-Tune	XTL5000	2
198	Altamonte Springs PD	ASPD	500CHD0888	AS021798	Mobile	Re-Tune	XTL5000	2
199	Altamonte Springs PD	ASPD	722AAS1927	AS019829	Mobile	Re-Program	MCS2000	1

## INVENTORY-ALTAMONTE SPRINGS

	A		B		C		D	E	F	G	H
1	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model			
200	Altamonte Springs PD	ASPD	722AAS1938	AS019830	Mobile	Re-Program	MCS2000	2			
201	Altamonte Springs PD	ASPD	722AAW2347	ASPD	Mobile	Re-Program	MCS2000	1			
202	Altamonte Springs PD	ASPD	722AAW2348	AS19939	Mobile	Re-Program	MCS2000	2			
203	Altamonte Springs PD	ASPD	722ACC3720	AS20197	Mobile	Re-Program	MCS2000	2			
204	Altamonte Springs PD	ASPD	722ACC3721	AS20198	Mobile	Re-Program	MCS2000	2			
205	Altamonte Springs PD	ASPD	722ACC3722	AS20199	Mobile	Re-Program	MCS2000	2			
206	Altamonte Springs PD	ASPD	722ACC3723	AS20200	Mobile	Re-Program	MCS2000	2			
207	Altamonte Springs PD	ASPD	722ACC3724	AS20201	Mobile	Re-Program	MCS2000	2			
208	Altamonte Springs PD	ASPD	722ACC3725	AS20202	Mobile	Re-Program	MCS2000	2			
209	Altamonte Springs PD	ASPD	722ACC3726	AS 020203	Mobile	Re-Program	MCS2000	2			
210	Altamonte Springs PD	ASPD	722ACC3727	AS20204	Mobile	Re-Program	MCS2000	2			
211	Altamonte Springs PD	ASPD	722ACC3728	AS20205	Mobile	Re-Program	MCS2000	2			
212	Altamonte Springs PD	ASPD	722ACC3729	AS20206	Mobile	Re-Program	MCS2000	2			
213	Altamonte Springs PD	ASPD	722ACC3730	AS20207	Mobile	Re-Program	MCS2000	2			
214	Altamonte Springs PD	ASPD	722ACC3731	AS20208	Mobile	Re-Program	MCS2000	2			
215	Altamonte Springs PD	ASPD	722ACC3732	AS20209	Mobile	Re-Program	MCS2000	2			
216	Altamonte Springs PD	ASPD	722ACG2352	AS20314	Mobile	Re-Program	MCS2000	1			
217	Altamonte Springs PD	ASPD	722ACG2353	AS20315	Mobile	Re-Program	MCS2000	1			
218	Altamonte Springs PD	ASPD	722ACG2354	AS20316	Mobile	Re-Program	MCS2000	1			
219	Altamonte Springs PD	ASPD	722ACG2355	AS20317	Mobile	Re-Program	MCS2000	1			
220	Altamonte Springs PD	ASPD	722ACG2356	AS20318	Mobile	Re-Program	MCS2000	1			
221	Altamonte Springs PD	ASPD	722ACG2357	AS20319	Mobile	Re-Program	MCS2000	1			
222	Altamonte Springs PD	ASPD	722ACG2358	AS 020320	Mobile	Re-Program	MCS2000	1			
223	Altamonte Springs PD	ASPD	722ACG2359	AS20321	Mobile	Re-Program	MCS2000	1			
224	Altamonte Springs PD	ASPD	722ACG2360	AS20322	Mobile	Re-Program	MCS2000	1			
225	Altamonte Springs PD	ASPD	722ACG2361	AS20323	Mobile	Re-Program	MCS2000	1			
226	Altamonte Springs PD	ASPD	722ACG2362	AS20324	Mobile	Re-Program	MCS2000	1			
227	Altamonte Springs PD	ASPD	722ACG2363	AS20325	Mobile	Re-Program	MCS2000	1			
228	Altamonte Springs PD	ASPD	722ACG2364	AS20326	Mobile	Re-Program	MCS2000	1			
229	Altamonte Springs PD	ASPD	722AWL0175	21799	Mobile	Re-Program	MCS2000	2			
230	Altamonte Springs PD	ASPD	722AWL0176	21810	Mobile	Re-Program	MCS2000	2			
231	Altamonte Springs PD	ASPD	722AWL0177	21808	Mobile	Re-Program	MCS2000	2			
232	Altamonte Springs PD	ASPD	722AWL0178	21821	Mobile	Re-Program	MCS2000	2			

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A		B		C		D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model		
1										
233	Altamonte Springs PD	ASPD	722AWL0179	21822	Mobile	Re-Program	MCS2000	2		
234	Altamonte Springs PD	ASPD	722AWL0180	21819	Mobile	Re-Program	MCS2000	2		
235	Altamonte Springs PD	ASPD	722AWL0181	21823	Mobile	Re-Program	MCS2000	2		
236	Altamonte Springs PD	ASPD	722AWL0182	21780	Mobile	Re-Program	MCS2000	2		
237	Altamonte Springs PD	ASPD	722AWL0183	21801	Mobile	Re-Program	MCS2000	2		
238	Altamonte Springs PD	ASPD	722AWL0184	21787	Mobile	Re-Program	MCS2000	2		
239	Altamonte Springs PD	ASPD	722AWL0185	21793	Mobile	Re-Program	MCS2000	2		
240	Altamonte Springs PD	ASPD	722AWL0186	21811	Mobile	Re-Program	MCS2000	2		
241	Altamonte Springs PD	ASPD	722AWL0187	21818	Mobile	Re-Program	MCS2000	2		
242	Altamonte Springs PD	ASPD	722AWL0188	21812	Mobile	Re-Program	MCS2000	2		
243	Altamonte Springs PD	ASPD	722AWL0189	21805	Mobile	Re-Program	MCS2000	2		
244	Altamonte Springs PD	ASPD	722AWL0190	21796	Mobile	Re-Program	MCS2000	2		
245	Altamonte Springs PD	ASPD	722AWL0191	21795	Mobile	Re-Program	MCS2000	2		
246	Altamonte Springs PD	ASPD	722AWL0192	21783	Mobile	Re-Program	MCS2000	2		
247	Altamonte Springs PD	ASPD	722AWL0193	21779	Mobile	Re-Program	MCS2000	2		
248	Altamonte Springs PD	ASPD	722AWL0194	21797	Mobile	Re-Program	MCS2000	2		
249	Altamonte Springs PD	ASPD	722AWL0195	21792	Mobile	Re-Program	MCS2000	2		
250	Altamonte Springs PD	ASPD	722AWL0196	21820	Mobile	Re-Program	MCS2000	2		
251	Altamonte Springs PD	ASPD	722AWL0197	21789	Mobile	Re-Program	MCS2000	2		
252	Altamonte Springs PD	ASPD	722AWL0198	21816	Mobile	Re-Program	MCS2000	2		
253	Altamonte Springs PD	ASPD	722AWL0199	21802	Mobile	Re-Program	MCS2000	2		
254	Altamonte Springs PD	ASPD	722AWL0200	21782	Mobile	Re-Program	MCS2000	2		
255	Altamonte Springs PD	ASPD	722AWL0201	21785	Mobile	Re-Program	MCS2000	2		
256	Altamonte Springs PD	ASPD	722AWL0202	21791	Mobile	Re-Program	MCS2000	2		
257	Altamonte Springs PD	ASPD	722AWL0203	21786	Mobile	Re-Program	MCS2000	2		
258	Altamonte Springs PD	ASPD	722AWL0204	21788	Mobile	Re-Program	MCS2000	2		
259	Altamonte Springs PD	ASPD	722AWL0205	21813	Mobile	Re-Program	MCS2000	2		
260	Altamonte Springs PD	ASPD	722AWL0206	21784	Mobile	Re-Program	MCS2000	2		
261	Altamonte Springs PD	ASPD	722AWL0207	21798	Mobile	Re-Program	MCS2000	2		
262	Altamonte Springs PD	ASPD	722AWL0208	21804	Mobile	Re-Program	MCS2000	2		
263	Altamonte Springs PD	ASPD	722AWL0209	21803	Mobile	Re-Program	MCS2000	2		
264	Altamonte Springs PD	ASPD	722AWL0210	21806	Mobile	Re-Program	MCS2000	2		
265	Altamonte Springs PD	ASPD	722AWL0211	21800	Mobile	Re-Program	MCS2000	2		

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	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
266	Altamonte Springs PD	ASPD	722AWL0212	21781	Mobile	Re-Program	MCS2000	2
267	Altamonte Springs PD	ASPD	722AWL0213	21807	Mobile	Re-Program	MCS2000	2
268	Altamonte Springs PD	ASPD	722AWL0214	21794	Mobile	Re-Program	MCS2000	2
269	Altamonte Springs PD	ASPD	722AWL0215	21824	Mobile	Re-Program	MCS2000	2
270	Altamonte Springs PD	ASPD	722AWL0216	21809	Mobile	Re-Program	MCS2000	2
271	Altamonte Springs PD	ASPD	722AWL0217	21790	Mobile	Re-Program	MCS2000	2
272	Altamonte Springs PD	ASPD	722AWL0218	21814	Mobile	Re-Program	MCS2000	2
273	Altamonte Springs PD	ASPD	722AWL0219	21817	Mobile	Re-Program	MCS2000	2
274	Altamonte Springs PD	ASPD	722AWL0220	21815	Mobile	Re-Program	MCS2000	2
275	Altamonte Springs PD	ASPD	722AWL0271	22067	Mobile	Re-Program	MCS2000	2
276	Altamonte Springs PD	ASPD	722AWL0272	22065	Mobile	Re-Program	MCS2000	2
277	Altamonte Springs PD	ASPD	722AWL0273	22064	Mobile	Re-Program	MCS2000	2
278	Altamonte Springs PD	ASPD	722AWL0274	22066	Mobile	Re-Program	MCS2000	2
279	Altamonte Springs PD	ASPD	722AWL0275	22063	Mobile	Re-Program	MCS2000	2
280	Altamonte Springs PD	ASPD	722AWL0276	22068	Mobile	Re-Program	MCS2000	2
281	Altamonte Springs PD	ASPD	722AWQ0804	AS017696	Local	Re-Program	MCS2000	1
282	Altamonte Springs PD	ASPD	722AWY0851	AS17943	Mobile	Re-Program	MCS2000	2
283	Altamonte Springs PD	ASPD	722AWY0852	AS17941	Mobile	Re-Program	MCS2000	2
284	Altamonte Springs PD	ASPD	722AWY0853	AS17940	Mobile	Re-Program	MCS2000	2
285	Altamonte Springs PD	ASPD	722AWY0854	AS17944	Mobile	Re-Program	MCS2000	2
286	Altamonte Springs PD	ASPD	722AWY0855	AS17938	Mobile	Re-Program	MCS2000	2
287	Altamonte Springs PD	ASPD	722AWY0856	AS017942	Mobile	Re-Program	MCS2000	2
288	Altamonte Springs PD	ASPD	722AWY0857	ASP17939	Mobile	Re-Program	MCS2000	2
289	Altamonte Springs PD	ASPD	722AWY0858	AS017937	Local	Re-Program	MCS2000	2
290	Altamonte Springs PD	ASPD	722AWY0859	AS17946	Mobile	Re-Program	MCS2000	2
291	Altamonte Springs PD	ASPD	722AWY0860	AS017945	Local	Re-Program	MCS2000	2
292	Altamonte Springs PD	ASPD	722AXJ1246	AS18411	Mobile	Re-Program	MCS2000	2
293	Altamonte Springs PD	ASPD	722AXJ1247	AS018412	Mobile	Re-Program	MCS2000	2
294	Altamonte Springs PD	ASPD	722AXJ1248	AS18413	Mobile	Re-Program	MCS2000	2
295	Altamonte Springs PD	ASPD	722AXJ1249	AS18408	Mobile	Re-Program	MCS2000	1
296	Altamonte Springs PD	ASPD	722AXJ1250	AS018409	Mobile	Re-Program	MCS2000	1
297	Altamonte Springs PD	ASPD	722AXJ1251	AS018410	Mobile	Re-Program	MCS2000	1
298	Altamonte Springs PD	ASPD	722AYW0000	AS18769	Mobile	Re-Program	MCS2000	2



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A		B		C		D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model		
1										
299	Altamonte Springs PD	ASPD	722AYW0001	AS018768	Mobile	Re-Program	MCS2000	2		
300	Altamonte Springs PD	ASPD	722AYW0002	AS18767	Mobile	Re-Program	MCS2000	1		
301	Altamonte Springs PD	ASPD	722AYW0003	AS18766	Mobile	Re-Program	MCS2000	1		
302	Altamonte Springs PD	ASPD	722CCU1878	AS020390	Mobile	Re-Program	MCS2000	1		
303	Altamonte Springs PD	ASPD	722CCU1879	AS020391	Mobile	Re-Program	MCS2000	1		
304	Altamonte Springs PD	ASPD	722CCU1880	AS020392	Mobile	Re-Program	MCS2000	1		
305	Altamonte Springs PD	ASPD	722CCU1881	AS020393	Mobile	Re-Program	MCS2000	1		
306	Altamonte Springs PD	ASPD	722CCU1882	AS020394	Mobile	Re-Program	MCS2000	2		
307	Altamonte Springs PD	ASPD	722CCU1883	AS020395	Mobile	Re-Program	MCS2000	1		
308	Altamonte Springs PD	ASPD	722CCU1884	AS020396	Mobile	Re-Program	MCS2000	2		
309	Altamonte Springs PD	ASPD	722CCU1885	AS020397	Mobile	Re-Program	MCS2000	1		
310	Altamonte Springs PD	ASPD	722CCU1886	AS020398	Mobile	Re-Program	MCS2000	1		
311	Altamonte Springs PD	ASPD	722CCU1887	AS020399	Mobile	Re-Program	MCS2000	2		
312	Altamonte Springs PD	ASPD	722CCU1888	AS020400	Mobile	Re-Program	MCS2000	2		
313	Altamonte Springs PD	ASPD	722CCU1889	AS020401	Mobile	Re-Program	MCS2000	2		
314	Altamonte Springs PD	ASPD	722CCU1890	AS020402	Mobile	Re-Program	MCS2000	2		
315	Altamonte Springs PD	ASPD	722CCU1891	AS020403	Mobile	Re-Program	MCS2000	2		
316	Altamonte Springs PD	ASPD	722CCU1892	AS020404	Mobile	Re-Program	MCS2000	2		
317	Altamonte Springs PD	ASPD	722CCU1893	AS020405	Mobile	Re-Program	MCS2000	2		
318	Altamonte Springs PD	ASPD	722CCU1894	AS020406	Mobile	Re-Program	MCS2000	2		
319	Altamonte Springs PD	ASPD	722CCU1895	AS020407	Mobile	Re-Program	MCS2000	2		
320	Altamonte Springs PD	ASPD	722CEE0139	AS020749	Mobile	Re-Program	MCS2000	1		
321	Altamonte Springs PD	ASPD	722CEE0140	AS020750	Mobile	Re-Program	MCS2000	1		
322	Altamonte Springs PD	ASPD	722CEE0141	AS020751	Mobile	Re-Program	MCS2000	1		
323	Altamonte Springs PD	ASPD	722CEE0142	AS020752	Mobile	Re-Program	MCS2000	1		
324	Altamonte Springs PD	ASPD	722CEE0143	AS020753	Mobile	Re-Program	MCS2000	1		
325	Altamonte Springs PD	ASPD	722CEE0144	AS020754	Mobile	Re-Program	MCS2000	1		
326	Altamonte Springs PD	ASPD	722CEE0145	AS020755	Mobile	Re-Program	MCS2000	1		
327	Altamonte Springs PD	ASPD	722CEE0146	AS020756	Mobile	Re-Program	MCS2000	1		
328	Altamonte Springs PD	ASPD	722CEE0147	AS020757	Mobile	Re-Program	MCS2000	1		
329	Altamonte Springs PD	ASPD	722CEE0148	AS020738	Mobile	Re-Program	MCS2000	2		
330	Altamonte Springs PD	ASPD	722CEE0149	AS020759	Mobile	Re-Program	MCS2000	2		
331	Altamonte Springs PD	ASPD	722CEE0150	AS020760	Mobile	Re-Program	MCS2000	2		

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A		B		C		D	E	F		G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model			
1											
332	Altamonte Springs PD	ASPD	722CEE0151	AS020761	Mobile	Re-Program	MCS2000	2			
333	Altamonte Springs PD	ASPD	722CEE0152	AS020744	Mobile	Re-Program	MCS2000	2			
334	Altamonte Springs PD	ASPD	722CEE0153	AS020745	Mobile	Re-Program	MCS2000	2			
335	Altamonte Springs PD	ASPD	722CEE0154	AS020746	Mobile	Re-Program	MCS2000	2			
336	Altamonte Springs PD	ASPD	722CEE0155	AS020747	Mobile	Re-Program	MCS2000	2			
337	Altamonte Springs PD	ASPD	722CEE0156	AS020748	Mobile	Re-Program	MCS2000	2			
338	Altamonte Springs PD	ASPD	722CFE0078	AS021154	Mobile	Re-Program	MCS2000	1			
339	Altamonte Springs PD	ASPD	722CFE0079	AS021155	Mobile	Re-Program	MCS2000	1			
340	Altamonte Springs PD	ASPD	775TFW0874	AS021609	Mobile	Re-Tune	XTL1500	2			
341	Altamonte Springs PD	ASPD	775TGG0002	AS021610	Mobile	Re-Tune	XTL1500	2			
342	Altamonte Springs PD	ASPD	775THC0536	AS021801	Mobile	Re-Tune	XTL1500	2			
343	Altamonte Springs PD	ASPD	775THC0544	AS021800	Mobile	Re-Tune	XTL1500	2			
344	Altamonte Springs PW	ASPW	205CEC1411	AS020739	Portable	Re-Program	XTS2500	2			
345	Altamonte Springs PW	ASPW	205CFH1807	AS211195	Portable	Re-Program	XTS2500	2			
346	Altamonte Springs PW	ASPW	205CFH1808	AS211196	Portable	Re-Program	XTS2500	2			
347	Altamonte Springs PW	ASPW	205CFM0057	AS021279	Portable	Re-Program	XTS2500	2			
348	Altamonte Springs PW	ASPW	466AAL5010	AS019764	Portable	Re-Program	MTS2000	2			
349	Altamonte Springs PW	ASPW	466AAS3122	AS019791	Portable	Re-Program	MTS2000	2			
350	Altamonte Springs PW	ASPW	466AAAY3723	AS019937	Portable	Re-Program	MTS2000	2			
351	Altamonte Springs PW	ASPW	466ABA4612	AS019944	Portable	Re-Program	MTS2000	2			
352	Altamonte Springs PW	ASPW	466ABA4613	ASPW	Portable	Re-Program	MTS2000	2			
353	Altamonte Springs PW	ASPW	466ABW5970	AS020144	Portable	Re-Program	MTS2000	2			
354	Altamonte Springs PW	ASPW	466ACG1982	AS20275	Portable	Re-Program	MTS2000	2			
355	Altamonte Springs PW	ASPW	466ACG1983	AS20274	Portable	Re-Program	MTS2000	2			
356	Altamonte Springs PW	ASPW	466ACG1984	AS20272	Portable	Re-Program	MTS2000	2			
357	Altamonte Springs PW	ASPW	466ACG1985	AS20271	Portable	Re-Program	MTS2000	2			
358	Altamonte Springs PW	ASPW	466ACG1986	AS20273	Portable	Re-Program	MTS2000	2			
359	Altamonte Springs PW	ASPW	466AXU0739	ASPW	Portable	Re-Program	MTS2000	2			
360	Altamonte Springs PW	ASPW	466AXW1290	AS18794	Portable	Re-Program	MTS2000	2			
361	Altamonte Springs PW	ASPW	466AXW1291	AS18795	Portable	Re-Program	MTS2000	2			
362	Altamonte Springs PW	ASPW	466AXW1292	AS18796	Portable	Re-Program	MTS2000	2			
363	Altamonte Springs PW	ASPW	466AXW1293		Portable	Re-Program	MTS2000	3			
364	Altamonte Springs PW	ASPW	466AXW1294	AS18798	Portable	Re-Program	MTS2000	2			

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	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
365	Altamonte Springs PW	ASPW	466AXW1295	AS18799	Portable	Re-Program	MTS2000	2
366	Altamonte Springs PW	ASPW	466AXW1296	AS18800	Portable	Re-Program	MTS2000	2
367	Altamonte Springs PW	ASPW	466AXW1297	AS18801	Portable	Re-Program	MTS2000	2
368	Altamonte Springs PW	ASPW	466AXW1298	AS18802	Portable	Re-Program	MTS2000	2
369	Altamonte Springs PW	ASPW	466AXW1299	AS18803	Portable	Re-Program	MTS2000	2
370	Altamonte Springs PW	ASPW	466AXW1300	AS18804	Portable	Re-Program	MTS2000	2
371	Altamonte Springs PW	ASPW	466AXW1301	AS18805	Portable	Re-Program	MTS2000	2
372	Altamonte Springs PW	ASPW	466AXW1302	AS18806	Portable	Re-Program	MTS2000	2
373	Altamonte Springs PW	ASPW	466AXW1303	AS18807	Portable	Re-Program	MTS2000	2
374	Altamonte Springs PW	ASPW	466AXW1305	AS18809	Portable	Re-Program	MTS2000	2
375	Altamonte Springs PW	ASPW	466AXW1306	AS18810	Portable	Re-Program	MTS2000	2
376	Altamonte Springs PW	ASPW	466AXW1307	AS18811	Portable	Re-Program	MTS2000	2
377	Altamonte Springs PW	ASPW	466AXW1308	AS18812	Portable	Re-Program	MTS2000	2
378	Altamonte Springs PW	ASPW	466AXW1309	AS18813	Portable	Re-Program	MTS2000	2
379	Altamonte Springs PW	ASPW	466AXW1310	AS18814	Portable	Re-Program	MTS2000	2
380	Altamonte Springs PW	ASPW	466AXW1311	AS18815	Portable	Re-Program	MTS2000	2
381	Altamonte Springs PW	ASPW	466AXW1312	AS18816	Portable	Re-Program	MTS2000	2
382	Altamonte Springs PW	ASPW	466AXW1313	AS18817	Portable	Re-Program	MTS2000	2
383	Altamonte Springs PW	ASPW	466AXW1314	AS18818	Portable	Re-Program	MTS2000	2
384	Altamonte Springs PW	ASPW	466AXW1315	AS18819	Portable	Re-Program	MTS2000	2
385	Altamonte Springs PW	ASPW	466AXW1316	AS18820	Portable	Re-Program	MTS2000	2
386	Altamonte Springs PW	ASPW	466AXW1317	AS18821	Portable	Re-Program	MTS2000	2
387	Altamonte Springs PW	ASPW	466AXW1318	AS18822	Portable	Re-Program	MTS2000	2
388	Altamonte Springs PW	ASPW	466AXW1319	AS18823	Portable	Re-Program	MTS2000	2
389	Altamonte Springs PW	ASPW	466AXW1320	AS18824	Portable	Re-Program	MTS2000	2
390	Altamonte Springs PW	ASPW	466AXW1321	AS018825	Portable	Re-Program	MTS2000	2
391	Altamonte Springs PW	ASPW	466AXW1322	AS18826	Portable	Re-Program	MTS2000	2
392	Altamonte Springs PW	ASPW	466AXW1323	AS018827	Portable	Re-Program	MTS2000	2
393	Altamonte Springs PW	ASPW	466AXW1324	AS18828	Portable	Re-Program	MTS2000	2
394	Altamonte Springs PW	ASPW	466AXW1325	AS18829	Portable	Re-Program	MTS2000	2
395	Altamonte Springs PW	ASPW	466AXW1326	AS18830	Portable	Re-Program	MTS2000	2
396	Altamonte Springs PW	ASPW	466AXW1327	AS18831	Portable	Re-Program	MTS2000	2
397	Altamonte Springs PW	ASPW	466AXW1328	AS18832	Portable	Re-Program	MTS2000	2

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	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
398	Altamonte Springs PW	ASPW	466AXW1329	AS18833	Portable	Re-Program	MTS2000	2
399	Altamonte Springs PW	ASPW	466AXW1330	AS18834	Portable	Re-Program	MTS2000	2
400	Altamonte Springs PW	ASPW	466AXW1331	AS18835	Portable	Re-Program	MTS2000	2
401	Altamonte Springs PW	ASPW	466AXW1332	AS18836	Portable	Re-Program	MTS2000	2
402	Altamonte Springs PW	ASPW	466AXW1333	AS18837	Portable	Re-Program	MTS2000	2
403	Altamonte Springs PW	ASPW	466AXW1334	AS18838	Portable	Re-Program	MTS2000	2
404	Altamonte Springs PW	ASPW	466AXW1335	AS18839	Portable	Re-Program	MTS2000	2
405	Altamonte Springs PW	ASPW	466AXW1336	AS18840	Portable	Re-Program	MTS2000	2
406	Altamonte Springs PW	ASPW	466AXW1337	AS18841	Portable	Re-Program	MTS2000	2
407	Altamonte Springs PW	ASPW	466AXW1338	AS18842	Portable	Re-Program	MTS2000	2
408	Altamonte Springs PW	ASPW	466AXW1339	AS18843	Portable	Re-Program	MTS2000	2
409	Altamonte Springs PW	ASPW	466AXW1340	AS18844	Portable	Re-Program	MTS2000	2
410	Altamonte Springs PW	ASPW	466AXW1341	AS18845	Portable	Re-Program	MTS2000	2
411	Altamonte Springs PW	ASPW	466AXW1342	AS18846	Portable	Re-Program	MTS2000	2
412	Altamonte Springs PW	ASPW	466AXW1343	AS18847	Portable	Re-Program	MTS2000	2
413	Altamonte Springs PW	ASPW	466AXW1344	AS18848	Portable	Re-Program	MTS2000	2
414	Altamonte Springs PW	ASPW	466AXW1345	AS18849	Portable	Re-Program	MTS2000	2
415	Altamonte Springs PW	ASPW	466AXW1346	AS18850	Portable	Re-Program	MTS2000	2
416	Altamonte Springs PW	ASPW	466AXW1347	AS18851	Portable	Re-Program	MTS2000	2
417	Altamonte Springs PW	ASPW	466AXW1348	AS18852	Portable	Re-Program	MTS2000	2
418	Altamonte Springs PW	ASPW	466AXW1349	AS18853	Portable	Re-Program	MTS2000	2
419	Altamonte Springs PW	ASPW	466AXW1350	AS18854	Portable	Re-Program	MTS2000	2
420	Altamonte Springs PW	ASPW	466AXW1351	AS18855	Portable	Re-Program	MTS2000	2
421	Altamonte Springs PW	ASPW	466AXW1352	AS18856	Portable	Re-Program	MTS2000	2
422	Altamonte Springs PW	ASPW	466AXW1353	AS18857	Portable	Re-Program	MTS2000	2
423	Altamonte Springs PW	ASPW	466AXW1354	AS18858	Portable	Re-Program	MTS2000	2
424	Altamonte Springs PW	ASPW	466AXW1355	AS18859	Portable	Re-Program	MTS2000	2
425	Altamonte Springs PW	ASPW	466AXW1356	AS18860	Portable	Re-Program	MTS2000	2
426	Altamonte Springs PW	ASPW	466AXW1357	AS18861	Portable	Re-Program	MTS2000	2
427	Altamonte Springs PW	ASPW	466AXW1358	AS18862	Portable	Re-Program	MTS2000	2
428	Altamonte Springs PW	ASPW	466AXW1359	AS18863	Portable	Re-Program	MTS2000	2
429	Altamonte Springs PW	ASPW	466AXW1360	AS18864	Portable	Re-Program	MTS2000	2
430	Altamonte Springs PW	ASPW	466AXW1361	AS18865	Portable	Re-Program	MTS2000	2

## INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
431	Altamonte Springs PW	ASPW	466AXW1362	AS18866	Portable	Re-Program	MTS2000	2
432	Altamonte Springs PW	ASPW	466AXW1363	AS18867	Portable	Re-Program	MTS2000	2
433	Altamonte Springs PW	ASPW	466AXW1364	AS18868	Portable	Re-Program	MTS2000	2
434	Altamonte Springs PW	ASPW	466AXW1365	AS18869	Portable	Re-Program	MTS2000	2
435	Altamonte Springs PW	ASPW	466AXW1366	AS18870	Portable	Re-Program	MTS2000	2
436	Altamonte Springs PW	ASPW	466AXW1367	AS18871	Portable	Re-Program	MTS2000	2
437	Altamonte Springs PW	ASPW	466AXW1368	AS18872	Portable	Re-Program	MTS2000	2
438	Altamonte Springs PW	ASPW	466AXW1369	AS18873	Portable	Re-Program	MTS2000	2
439	Altamonte Springs PW	ASPW	466AXW1370	AS18874	Portable	Re-Program	MTS2000	2
440	Altamonte Springs PW	ASPW	466AXW1371	AS18875	Portable	Re-Program	MTS2000	2
441	Altamonte Springs PW	ASPW	466AXW1373	AS18877	Portable	Re-Program	MTS2000	2
442	Altamonte Springs PW	ASPW	466AXW1374	AS18808	Portable	Re-Program	MTS2000	2
443	Altamonte Springs PW	ASPW	466AXW1375	AS18879	Portable	Re-Program	MTS2000	2
444	Altamonte Springs PW	ASPW	466AXW1376	AS18888	Portable	Re-Program	MTS2000	2
445	Altamonte Springs PW	ASPW	466AXY2388		Portable	Re-Program	MTS2000	2
446	Altamonte Springs PW	ASPW	466AXY2389		Portable	Re-Program	MTS2000	2
447	Altamonte Springs PW	ASPW	466AXY2390		Portable	Re-Program	MTS2000	2
448	Altamonte Springs PW	ASPW	466AXY2391		Portable	Re-Program	MTS2000	2
449	Altamonte Springs PW	ASPW	466AXY2392		Portable	Re-Program	MTS2000	2
450	Altamonte Springs PW	ASPW	466AXY2409	AS019007	Portable	Re-Program	MTS2000	2
451	Altamonte Springs PW	ASPW	466AXY2410	AS19008	Portable	Re-Program	MTS2000	2
452	Altamonte Springs PW	ASPW	466AXY2411	AS19009	Portable	Re-Program	MTS2000	2
453	Altamonte Springs PW	ASPW	466AXY2412	AS19010	Portable	Re-Program	MTS2000	2
454	Altamonte Springs PW	ASPW	466AXY2414	AS18997	Portable	Re-Program	MTS2000	2
455	Altamonte Springs PW	ASPW	466AXY2415	AS18998	Portable	Re-Program	MTS2000	2
456	Altamonte Springs PW	ASPW	466AXY2416	AS018999	Portable	Re-Program	MTS2000	2
457	Altamonte Springs PW	ASPW	466AXY2417	AS19000	Portable	Re-Program	MTS2000	2
458	Altamonte Springs PW	ASPW	466AXY2418	AS19001	Portable	Re-Program	MTS2000	2
459	Altamonte Springs PW	ASPW	466AXY2419	AS19002	Portable	Re-Program	MTS2000	2
460	Altamonte Springs PW	ASPW	466AXY2420	AS19003	Portable	Re-Program	MTS2000	2
461	Altamonte Springs PW	ASPW	466AXY2421	AS19004	Portable	Re-Program	MTS2000	2
462	Altamonte Springs PW	ASPW	466AXY2422	AS19005	Portable	Re-Program	MTS2000	2
463	Altamonte Springs PW	ASPW	466AXY2423	AS19006	Portable	Re-Program	MTS2000	2

INVENTORY-ALTAMONTE SPRINGS

A		B		C		D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model		
1										
464	Altamonte Springs PW	ASPW	466AXY2425	AS019013	Portable	Re-Program	MTS2000	2		
465	Altamonte Springs PW	ASPW	466AXY2426	AS19014	Portable	Re-Program	MTS2000	2		
466	Altamonte Springs PW	ASPW	466AXY2427	AS19015	Portable	Re-Program	MTS2000	2		
467	Altamonte Springs PW	ASPW	466AXY2428	AS19016	Portable	Re-Program	MTS2000	2		
468	Altamonte Springs PW	ASPW	466AYE1981		Portable	Re-Program	MTS2000	2		
469	Altamonte Springs PW	ASPW	466AYE1982		Portable	Re-Program	MTS2000	2		
470	Altamonte Springs PW	ASPW	466AYE1983		Portable	Re-Program	MTS2000	2		
471	Altamonte Springs PW	ASPW	466AYE1984	AS19049	Portable	Re-Program	MTS2000	2		
472	Altamonte Springs PW	ASPW	466AYE1985		Portable	Re-Program	MTS2000	2		
473	Altamonte Springs PW	ASPW	466AYE1986		Portable	Re-Program	MTS2000	2		
474	Altamonte Springs PW	ASPW	466AYE1987		Portable	Re-Program	MTS2000	2		
475	Altamonte Springs PW	ASPW	466AYE1988		Portable	Re-Program	MTS2000	2		
476	Altamonte Springs PW	ASPW	466AYE1989		Portable	Re-Program	MTS2000	2		
477	Altamonte Springs PW	ASPW	466AYG2411	AS19049	Portable	Re-Program	MTS2000	2		
478	Altamonte Springs PW	ASPW	466AYG2412		Portable	Re-Program	MTS2000	2		
479	Altamonte Springs PW	ASPW	466AYG2413		Portable	Re-Program	MTS2000	2		
480	Altamonte Springs PW	ASPW	466AYG2414	AS018791	Portable	Re-Program	MTS2000	2		
481	Altamonte Springs PW	ASPW	466AYG2415	AS18792	Portable	Re-Program	MTS2000	2		
482	Altamonte Springs PW	ASPW	466AYG2417	AS19047	Portable	Re-Program	MTS2000	2		
483	Altamonte Springs PW	ASPW	466AYW6235	AS19192	Portable	Re-Program	MTS2000	2		
484	Altamonte Springs PW	ASPW	466AYW6236	AS19192	Portable	Re-Program	MTS2000	2		
485	Altamonte Springs PW	ASPW	466AYW6237	AS19193	Portable	Re-Program	MTS2000	2		
486	Altamonte Springs PW	ASPW	466AYW6238	AS19194	Portable	Re-Program	MTS2000	2		
487	Altamonte Springs PW	ASPW	466AYW6239	AS19195	Portable	Re-Program	MTS2000	2		
488	Altamonte Springs PW	ASPW	466AYW6240	AS19197	Portable	Re-Program	MTS2000	2		
489	Altamonte Springs PW	ASPW	466AZA1082		Portable	Re-Program	MTS2000	2		
490	Altamonte Springs PW	ASPW	466AZA1083	AS019247	Portable	Re-Program	MTS2000	2		
491	Altamonte Springs PW	ASPW	466CCJ1124	AS20347	Portable	Re-Program	MTS2000	2		
492	Altamonte Springs PW	ASPW	466CCN2786	AS020382	Portable	Re-Program	MTS2000	2		
493	Altamonte Springs PW	ASPW	466CCW1062	AS20438	Portable	Re-Program	MTS2000	2		
494	Altamonte Springs PW	ASPW	466CCW1850	AS020439	Portable	Re-Program	MTS2000	2		
495	Altamonte Springs PW	ASPW	466CDE0834	AS020544	Portable	Re-Program	MTS2000	2		
496	Altamonte Springs PW	ASPW	466CDL0114	AS020604	Portable	Re-Program	MTS2000	2		

INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
497	Altamonte Springs PW	ASPW	466CDL0115	AS020603	Portable	Re-Program	MTS2000	2
498	Altamonte Springs PW	ASPW	466CDL0388	AS020545	Portable	Re-Program	MTS2000	2
499	Altamonte Springs PW	ASPW	466CDS0684	AS20687	Portable	Re-Program	MTS2000	2
500	Altamonte Springs PW	ASPW	466CDS0685	AS20688	Portable	Re-Program	MTS2000	2
501	Altamonte Springs PW	ASPW	722AXW0047	AS18885	Mobile	Re-Program	MCS2000	1
502	Altamonte Springs PW	ASPW	722AXW0048	AS018886	Mobile	Re-Program	MCS2000	1
503	Altamonte Springs PW	ASPW	722AXW0049	AS18887	Mobile	Re-Program	MCS2000	1
504	Altamonte Springs PW	ASPW	722AXW0050	AS18888	Mobile	Re-Program	MCS2000	1
505	Altamonte Springs PW	ASPW	722AXW0051	AS18889	Mobile	Re-Program	MCS2000	1
506	Altamonte Springs PW	ASPW	722AXW0052	AS18890	Mobile	Re-Program	MCS2000	1
507	Altamonte Springs PW	ASPW	722AXW0053	AS18891	Mobile	Re-Program	MCS2000	1
508	Altamonte Springs PW	ASPW	722AXW0054	AS018892	Mobile	Re-Program	MCS2000	1
509	Altamonte Springs PW	ASPW	722AXW0055	AS018893	Mobile	Re-Program	MCS2000	1
510	Altamonte Springs PW	ASPW	722AXW0056	AS18894	Mobile	Re-Program	MCS2000	1
511	Altamonte Springs PW	ASPW	722AXW0057	AS18883	Local	Re-Program	MCS2000	1
512	Altamonte Springs PW	ASPW	722AXW0058	AS018884	Mobile	Re-Program	MCS2000	1
513	Altamonte Springs PW	ASPW	722AXW0059	AS018895	Mobile	Re-Program	MCS2000	1
514	Altamonte Springs PW	ASPW	722AXW0060	AS018896	Mobile	Re-Program	MCS2000	1
515	Altamonte Springs PW	ASPW	722AXW0061	AS18897	Mobile	Re-Program	MCS2000	1
516	Altamonte Springs PW	ASPW	722AXW0062	AS18898	Mobile	Re-Program	MCS2000	1
517	Altamonte Springs PW	ASPW	722AXW0063	AS18899	Mobile	Re-Program	MCS2000	1
518	Altamonte Springs PW	ASPW	722AXW0064	AS018900	Mobile	Re-Program	MCS2000	1
519	Altamonte Springs PW	ASPW	722AYA0445	AS018996	Mobile	Re-Program	MCS2000	1
520	Altamonte Springs PW	ASPW	722AYA0702	AS019029	Mobile	Re-Program	MCS2000	1
521	Altamonte Springs PW	ASPW	722AYA0703		Mobile	Re-Program	MCS2000	1
522	Altamonte Springs PW	ASPW	722AYA0704	AS018976	Mobile	Re-Program	MCS2000	1
523	Altamonte Springs PW	ASPW	722AYE0894		Mobile	Re-Program	MCS2000	1
524	Altamonte Springs PW	ASPW	722AYE0895		Mobile	Re-Program	MCS2000	1
525	Altamonte Springs PW	ASPW	722CDE1823	AS020546	Portable	Re-Program	MTS2000	1

AGREEMENT BETWEEN THE CITY OF Longwood AND SEMINOLE COUNTY  
FOR COORDINATION OF RESPONSIBILITIES RELATING TO REBANDING OF  
THE 800 MHZ PUBLIC SAFETY/EMERGENCY RADIO COMMUNICATIONS SYSTEM

THIS AGREEMENT ("the Agreement") is made and entered into this  
6 th day of August, 2007, between the CITY OF  
Longwood, a municipality incorporated under the laws of  
the State of Florida, whose address is 175 W. Warren Ave., Longwood,  
Florida 32750, hereinafter referred to as the "CITY" and SEMINOLE  
COUNTY, a political subdivision of the State of Florida, whose address  
is Seminole County Services Building, 1101 East First Street, Sanford,  
Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of  
Seminole County, Florida (the "COUNTY") is the Federal Communications  
Commission ("FCC") license holder for itself as well as the seven  
municipalities in the County and the Sanford Airport Authority rela-  
tive to the assigned 800 MHz frequencies reserved for public safety and  
emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004  
and its Supplemental Order and Order On Reconsideration dated December  
22, 2004 (collectively, the "Order") mandated the reconfiguration of  
the 800MHz spectrum on a nationwide basis with the objective of  
reducing or eliminating interference with public safety communications  
systems caused by the collocation of certain special mobile radio  
(SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed  
systems, including those of CITY as a subscriber operating under  
COUNTY'S license, by December 31, 2007 which requires utilization of  
outside vendors to alter or replace its entire inventory of emergency  
and public safety radios, repeaters, base stations, transmitters, bi-



directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the

FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all both COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

### Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both CITY'S and COUNTY'S system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

#### Section 4. City Responsibilities.

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall constitute be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all of the terms and conditions agreed to by and between COUNTY, its legal advisors, rebanding consultants, Sprint Nextel, the reband-

ing vendors and suppliers, the final Scope of Work and scheduling therefore, decisions of the Transition Administrator.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

#### **Section 5. Reconfiguration Workshop Locations.**

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license sub-

scribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

**Section 6. Compliance With Laws.**

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

**Section 7. Indemnification.** Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**Section 8. Insurance.** Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise

maintain a self insurance program.

**Section 9. Notice to Parties.**

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

**For CITY:**

Sarah M. Mirus, CMC, City Clerk  
City of Longwood  
175 W. Warren Avenue  
Longwood, FL 32750  
Telephone Number: 407/ 260-3440

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

**Section 10. Equal Opportunity Employment.** The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

**Section 12. Interpretations.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**Section 13. Alternative Dispute Resolution.** Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

**Section 14. Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**Section 15. Modifications, Amendments or Alterations.** Except as expressly provided in Sections 5 and 9 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 16. Assignment/Third Party Beneficiaries.**

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.



**Section 17. Binding Effect.** Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**Section 18. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

**Section 19. Conflicts Of Interest.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

**Section 20. Independent Contractors.** The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

Section 21. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

Section 23. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

Section 24. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF Longwood, FLORIDA

Linda J. Hoff  
Deputy City Clerk

By: [Signature]  
Mayor

Date: August 14, 2007

Approved as to form and  
legal sufficiency.

[Signature]  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Exhibit "A"

Exhibit "B"

**REBANDING AGREEMENT  
800 MHZ PUBLIC SAFETY/EMERGENCY  
RADIO COMMUNICATIONS SYSTEM**

**EXHIBIT "B"  
SCOPE OF WORK/SERVICE LOCATIONS**

**Scope of Work:** Rebanding of Radio System

**Equipment Type:** Portable Radios, Mobile Radios, Base Stations

**Service Type:** Program, re-program, install, remove, replace, re-tune

**Service By:** Seminole County

**Service To:**

ALTAMONTE SPRINGS  
CASSELBERRY  
LAKE MARY  
LONGWOOD  
OVIEDO  
SANDORD  
WINTER SPRINGS  
SANFORD AIRPORT AUTHORITY

**Service Locations: Portables only**

**District 1 - 100 Bush Boulevard**

**District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)**

**District 3 - Lake Mary and Lake Emma**

**District 4 - Oviedo Lockwood and SR/419**

**District 5 - 436 and Howell Branch**

**District 6 - Fern Park**

**District 7 - Hunt Club**

**Fire Stations – TBD\***

**\* Other service locations for portables to be determined and negotiated with cities.**

**Service Locations: Mobiles and Portables**

**180 Bush Blvd**

**419 Fire Training Center**

**REBANDING  
EXHIBIT "B"**

<b>Seminole County</b>	<b>Fire and Law Enforcement Directory</b>
<b>FIRE STATION</b>	<b>STREET ADDRESS</b>
10 SCFD	9411 Forest City Cove, Altamonte Spgs 32714
11 SCFD	175 Newburyport Av, Altamonte Spgs 32701
12 ASFD	325 Douglas Av, Altamonte Spgs 32714
13 SC Forest City	1240 Hwy 436 W, Forest City 32714
14 SCFD	600 Hattaway Dr, Altamonte Spgs 32701
15 LWFD	301 Warren Av W, Longwood 32750
16 SC Sabal Pt	930 Wekiva Spgs Rd, Longwood , 32779
17 LWFD	400 Wayman St, Longwood 32750
21 CBFD	95 Triplet Lake Dr, Casselberry, 32707
22 SC Fern Park	7122 Hwy 17-92 S, Casselberry, 32730
23 SC Goldenrod	4810 Howell Branch Rd, Casselberry, 32792
24 WSFD	102 Moss Road N, Winter Springs, 32708
25 CBFD	1055 Red Bug Lake Road, Casselberry, 32707
26 WSFD	850 Northern Way, Winter Springs, 32708
27 SC Red Bug	5280 Red Bug Lake Road, Winter Spgs 32708
28 WSFD	1126 E SR 434, Winter Springs 32708
31 SFD	1303 French Av, Sanford, 32771
32 SFD	3770 Hwy 17-92, Sanford, 32771
33 LMFD	145 E Crystal Lake Ave., Lake Mary 32746
34 SC Paola	4905 Wayside Dr, Sanford, 32771
35 SC 5 Points	201 W County Home Road, Sanford, 32773
36 SC Heathrow	1600 Lake Mary Bl, Lake Mary, 32746
37 SC Lake Mary	235 Rinehart Road, Lake Mary, 32746
37 LMFD	235 Rinehart Road, Lake Mary, 32746
38 SFD	1300 Central Park Dr, Sanford
41 SC Midway	3355 SR 46 E, Sanford, 32771
42 SC Geneva	320 SR 46 E, Geneva, 32732
43 SC Chuluota	110 Seventh St, Chuluota, 32766
44 OFD	42 Central Av S, Oviedo , 32765 ext 651
46 OFD	300 Alexandria Bl, Oviedo, 32765 ext 216
48 OFD	1930 E. Broadway, Oviedo, 32765
51 SC Airport	550 Don Knight Lane, Sanford, 32773
52 SC Airport	500 Don Knight Lane, Sanford, 32773
65 SC UCF	4999 N Orion Blvd, Oviedo , 32765
ORL-SF Airport FD	Orlando-Sanford Airport, Sanford, 32771
<b>POLICE/SHERIFF</b>	<b>STREET ADDRESS</b>
APD	225 Newburyport Av, Altamonte Springs
CPD	4195 US Hwy 17-92 S, Casselberry
LMPD	235 Rinehart Road, Lake Mary
LPD	235 Church Av W, Longwood
OPD	300 Alexandria Bl, Oviedo
SPD	815 French Av S, Sanford
WPD	300 Moss Road N, Winter Springs
SC Sheriff	150 Bush Blvd, Sanford

April 12, 2007

Larry A. Dale, C.M., President and CEO  
ORLANDO SANFORD INTERNATIONAL AIRPORT  
**SANFORD AIRPORT AUTHORITY**  
1200 Red Cleveland Boulevard  
Sanford, Florida 32773

**Re: 800 MHz Rebanding Interlocal Agreement**

Dear Mr. Dale:

We have prepared an Interlocal Agreement for your agency specifically for the purpose of the 800MHz Rebanding Program. Rebanding is an FCC funded mandate (Report and Order) that was adopted on July 8, 2004 for "Improving Public Safety Communications in the 800 MHz Band".


Seminole County owns, maintains, and operates an Intergovernmental 800 MHz Radio System as a part of our emergency and general government communications services. This vital resource is shared with all the cities in Seminole County as well as many agencies that provide service in and to our County. The intent of the FCC order is to resolve the interference issues that have been a part of a continuing struggle to provide a reliable and interference free communications band for all Public Safety users.

This is another step in the right direction for this project to be successful. The Rebanding project will require a substantial amount of coordination and cooperation. Every precaution has been taken, and will continue to be taken to ensure and maintain a working communications system during the actual transition. As part of the Rebanding process, it is necessary for the Board of County Commissioners to enter into an Interlocal Agreement with your municipality to set forth terms and conditions associated with this program.

We have previously provided a briefing at the Police and Fire Chief's meetings and will continue to provide all Seminole County Radio System users the time to meet independently with you to review the information, discuss the inventory, answer any questions you may have, and or to discuss the project in more detail.

I have attached a copy of the Interlocal Agreement, Exhibits "A" and "B" and program Overview. Please return an original copy of the agreement after your review and signature.

Sincerely,



Tommy Oliveras, CPM Program Manager  
System Transport and Radio Services

CC: Colleen Rotella, BITS Director  
Seminole County Sheriff  
Fire Chief  
Police Chief

407-665-1002 Tommy

**"Providing Customers with Technology Services"**

**AGREEMENT BETWEEN THE SANFORD AIRPORT AUTHORITY \_\_\_\_\_ AND  
SEMINOLE COUNTY FOR COORDINATION OF RESPONSIBILITIES RELATING TO  
REBANDING OF THE 800 MHz PUBLIC SAFETY/EMERGENCY RADIO COMMUNICATIONS  
SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made and entered into this 5th day of June, 2007, between the **SANFORD AIRPORT AUTHORITY** \_\_\_\_\_, a Special District incorporated under the laws of the State of Florida, whose address is 1200 Red Cleveland Blvd., Sanford, Florida, 32773, hereinafter referred to as the "**AUTHORITY**" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "**COUNTY**".

**W I T N E S S E T H:**

**WHEREAS**, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

**WHEREAS**, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

**WHEREAS**, COUNTY is required to reconfigure all of its licensed systems, including those of the AUTHORITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utiliza-

tion of outside vendors to alter or replace its entire inventory of emergency and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

**WHEREAS**, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or AUTHORITY; and

**WHEREAS**, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

**WHEREAS**, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. Term of Agreement.** The term of this Agreement begins



upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all both COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

### **Section 3. County Responsibilities.**

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, AUTHORITY and other system subscribers operating under COUNTY's license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both AUTHORITY's and COUNTY's systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for

both AUTHORITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of AUTHORITY and COUNTY, the vendors and consultants who will reconfigure both AUTHORITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and AUTHORITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, AUTHORITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from AUTHORITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with AUTHORITY

regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

**Section 4. Authority Responsibilities.**

(a) AUTHORITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by AUTHORITY for which reconfiguration funding shall be sought. AUTHORITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) AUTHORITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) AUTHORITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent AUTHORITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all AUTHORITY's system components.

(d) AUTHORITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties neces-

sary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both AUTHORITY and COUNTY. AUTHORITY agrees to and shall be bound by all of the terms and conditions agreed to by and between COUNTY, its legal advisors, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, the final Scope of Work and scheduling therefore, decisions of the Transition Administrator.

(e) AUTHORITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by Authority, as approved by the President and CEO's office. AUTHORITY's share of the reimbursement shall be remitted to AUTHORITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) AUTHORITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

#### **Section 5. Reconfiguration Workshop Locations.**

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with AUTHORITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving AUTHORITY to be done at the site closest to its public safety operations. COUNTY may also bring certain

of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. AUTHORITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. AUTHORITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the AUTHORITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

**Section 6. Compliance With Laws.**

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

**Section 7. Indemnification.** Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a

waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**Section 8. Insurance.** Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

**Section 9. Notice to Parties.**

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

**For AUTHORITY:**

Larry A. Dale, President and CEO  
Sanford Airport Authority  
1200 Red Cleveland Blvd.  
Sanford, Florida 32773  
Telephone Number: 407-585-4000

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

**Section 10. Equal Opportunity Employment.** The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

**Section 12. Interpretations.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**Section 13. Alternative Dispute Resolution.** Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

**Section 14. Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**Section 15. Modifications, Amendments or Alterations.** Except as expressly provided in Sections 5 and 9 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 16. Assignment/Third Party Beneficiaries.**

(a) Neither COUNTY nor AUTHORITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

**Section 17. Binding Effect.** Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**Section 18. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

**Section 19. Conflicts Of Interest.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

**Section 20. Independent Contractors.** The parties are independent



contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

**Section 21. Severability.** Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

**Section 22. Headings.** All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

**Section 23. Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

**Section 24. Exhibits.** Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF,** the AUTHORITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:



LARRY A DALE, President and CEO  
Sanford Airport Authority

SANFORD AIRPORT AUTHORITY,  
SANFORD, FLORIDA

By:   
G. GEOFFREY LONGSTAFF, Chairman

Date: 6/05/2007

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
Authority Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Exhibit "A"

Exhibit "B"

**EXHIBIT "A"**

Inventory of AUTHORITY's 800 MHz equipment needing reconfiguration or  
replacement

(To be provided by COUNTY and AUTHORITY staff)

205SAA #	SERIAL #	SIM ID #	EMPLOYEE	DEPARTMENT	Private Line #	Make\Model
	722ABN1555	SIACNST 1 M	F. Liberatore	SAA Construction	731793	MCS2000 Model II
1046	466AZL1496	SIAARPT1 M		Control	731631	MTS2000 Model III
1060	466CDJ0129	SIATERMOPS P	OSI OPS Portable	OSI	731795	MTS2000 Model I
1086	205CEA0235	SIACONSTRS 1	SAA CurbMon.	SAA OPS	731808	XTS2500 Model I
1087	205CEA0234	SIACONSTR2 P		SAA OPS	731807	XTS2500 Model I
1131	722AZL0428	SIAOP2 M	M. Wagner	SAA OPS	731641	MCS2000 Model II
1132	722AZL0430	SIAARPT1 M	G. Speake	SAA OPS	731642	MCS2000 Model II
1134	581ARN0321	ARPT 51	ARFF	Station 51 in box	700280	Spectra Mobile w\ head
1264	466AZL1515	SAAMAIN4 P	R. Storer	SAA Maint.	731636	MTS2000 Model II
1271	466AZL1517	SAAMAIN3 P	J Humphrey	SAA Maint.	731628	MTS2000 Model II
1304	466AZL1497	SIAOPO1 P	G. Speake	SAA OPS	731633	MTS2000 Model III
1368	466AZL1520	SAAELEC2 P	K. Taylor	SAA Maint.	731635	MTS2000 Model II
1401	466AZL1494	SIAOPO2 P	M. Wagner	SAA OPS	731632	MTS2000 Model III
1402	466AZL1516	SIAOPO6 P	R. Shea	SAA OPS	731640	MTS2000 Model II
1403	722AZL0427	SIAOPS B	OSI Operation	OSI	731644	MCS2000 Model II
1404	466AZL1522	SIAPOSTB B	Checkpoint Bravo	SAA OPS	731638	MTS2000 Model II
1427	466AZL1521	SAAOPS7 P	D. Hazel	SAA OPS	731646	MTS2000 Model II
1434	466CCN1328	SAASPARE4 P		SAA Maint.	731782	MTS2000 Model III
1435	466CCN1327	SIAADM1 P		SAA Control	731779	MTS2000 Model III
1436	466CCN1363	SIAOP04 P	D. Blake	SAA OPS	731780	MTS2000 Model II
1437	466CCN1264	SIAOP Curb P	OPS Curb Mont	SAA Check Bravo	731781	MTS2000 Model II
1438	466CCN1265	ARFF2 P	ARFF2	ARFF	700284	MTS2000 Model II
1439	466CCN1267	ARFF4 P	C. Ebanks	SAA IT	700392	MTS2000 Model II
1440	466CCN1269	ARFF5 P	ARFF5	ARFF	700482	MTS2000 Model II
1521	466CCN1266	SIAARPTIT 1	J. Crocker	SAA IT	731789	MTS2000 Model II
1522	466CCN1268	SAASPARE3 P		SAA Maint.	731790	MTS2000 Model II
1523	722ACN0323	ARFF B	ARFF Base	ARFF	700258	MCS2000 Model II
1524	722ACN0321	SIAARPT1 B		SAA Admin	731777	MCS2000 Model II
1525	722ACN0322	SIAM B	Maint. Base	SAA Maint.	731776	MCS2000 Model II
1526	722ACN0324	SIA A1 B	L. Dale	SAA President	700256	MCS2000 Model II
1527	722ACN0325	SIAPID M	D. Crews	SAA Admin	731778	MCS2000 Model II
1528	722ACN0326	SIAFIN1 M	B. Garrett	SAA Finance	731775	MCS2000 Model II
1529	722ACN0327	SIAOPO2 M	OPS Truck	SAA OPS	731774	MCS2000 Model II
1542	722AYG0239	ARFF1 M	ARFF1	ARFF	731585	MCS2000 Model II
1544	722AYG0238	ARFF2 M	ARFF2	ARFF	731584	MCS2000 Model II
1550	722AZL0429	SIAMO6 M	M. Lundquist	SAA Maint.	731643	MCS2000 Model II

1555	722AZL0431	SIAOPS1 M	G. Speake	SAA OPS	731645	MCS2000 Model II
1585	466AYE2287	BC51A P	Batt. Chief	ARFF	731586	MTS2000 Model III
1590	466AZL1518	SIAOP05 P	R. Worthington	SAA OPS	731637	MTS2000 Model II
1610	508SCN0340		C-51 Truck	ARFF		Data Modem
1681	466ABG2569	SIAAlpha1 P	S. Entwistle	OSI	731710	MTS2000 Model II
1769	466AZL1498	BC51B P	T. Barnes	ARFF	731630	MTS2000 Model III
1770	466AYE2288	C51 P	J. Shanley	ARFF	731588	MTS2000 Model III
1771	466AYE2282	ARFF01 P	ARFF1	ARFF	731589	MTS2000 Model II
1772	466AYE2281	ARFF03 P	ARFF3	ARFF	731587	MTS2000 Model II
1773	466AZL1493	TR51 P	A. Kracun	ARFF	731634	MTS2000 Model III
1814	466AZL1495	BC51C P	Batt. Chief	ARFF	731639	MTS2000 Model III
1826	722CCU0058	C51 M	C-51 (Truck)	ARFF	731792	MCS2000 Model II
1835	500CEE0033	SIAEOC B	Airport EOC	SAA Control	700855	XTL5000 W4
1846	721CDQ2849	ARFF04 P	ARFF4	ARFF	731805	XTS5000R
1847	500CDL1725	ARFF4 M	ARFF4	ARFF	700822	XTL5000
1851	722CCY2624	SAARFF3 M	ARFF3	ARFF	700810	MCS2000
1853	721CDE2264	C51 P2	J. Shanley	ARFF	700809	XTS5000R
1854	721CDE2263	SIABC51 P2	ARFF	ARFF	700808	XTS5000R
1856	500CEG0308	SIAEOC4 B	LIBRARY	NICE	700864	XTL5000 II W4
1857	500CEG0307	SIAEOC3 B	LIBRARY	NICE	700861	XTL5000 II W4
1858	500CEG0305	SIAEOC5 B	LIBRARY	NICE	700863	XTL5000 II W4
1859	500CEG0309	SIAEOC1 B	LIBRARY	NICE	700860	XTL5000 II W4
1860	500CEG0306	SIAEOC2 B	LIBRARY	NICE	700862	XTL5000 II W4
1861	466ABA0265	SAAMOWER4 P	T. Cole	SAA Maint.	731671	MTS2000 Model I
1863	466ABA0266	SAAMOWER1 P	S. Barrett	SAA Maint.	731674	MTS2000 Model I
1865	466ABA0263	SAAMOWER9 P	K. Shanley	SAA Maint.	731673	MTS2000 Model I
1866	466ABA0268	SAAMOWER6 P	I. Encarnacion	SAA Maint.	731672	MTS2000 Model I
1867	466ABA0262	SAAMOWER7 P	R. Hall	SAA Maint.	731676	MTS2000 Model I
1868	466ABA0260	SAAMOWER2 P	R. Encarnacion	SAA Maint.	731677	MTS2000 Model I
1869	466ABA0259	SAAMAIN7 P	T. Dunn	SAA Maint.	731668	MTS2000 Model I
1870	466ABA0261	SAAMOWER5 P	S. Mercado	SAA Maint.	731670	MTS2000 Model I
1871	466ABA0264	SAAMAIN11 P	F. Fowler	SAA Maint.	731667	MTS2000 Model I
1872	466ABA0269	SAAMAIN5.5 P	J. Fenton	SAA Maint.	731682	MTS2000 Model III
1873	466ABA0270	SIAMSEC3 P	P. Humphrey	SAA OPS	731680	MTS2000 Model II
1874	466ABA0271	SAAOPS3 P	P. Stevens	SAA OPS	700411	MTS2000 Model II
1875	466ABA0272	FAA Tower	FAA Tower	FAA Tower	731681	MTS2000 Model II
1876	466ABA0273	SIAOP_SPARE P	OPS Curb Monitor	SAA OPS	731679	MTS2000 Model II

1877	466ABA0274	SIAFIN2_P	J Taylor	SAA Finance	731678	MTS2000 Model II
1878	722ABA0451	ARFF5_M	ARFF5	ARFF	700397	MCS2000 Model II
1879	722ABA0455	SIAADM_B	ADM. Base	SAA Admin	700150	MCS2000 Model II
1880	722ABA0453	SIAALPHA1_M	L. Dale	SAA Admin	700096	MCS2000 Model II
1881	722ABA0454	TR51_M	TR51 (Truck)	ARFF	700408	MCS2000 Model II
1882	722ABA0452	TK51_M	Tanker 51	ARFF	700225	MCS2000 Model II
1883	722ABA0450	UTIL51_M	ARFF Utility 51	ARFF	700410	MCS2000 Model II
1994	466CCN1056	SAAMAIN8_P	E. See	SAA Maint.	731784	MTS2000 Model I
1995	466CCN1058	SAAMAIN9_P	R. Leal	SAA Maint.	731782	MTS2000 Model I
1996	466CCN1054	SAAMAIN10_P	S. Therre	SAA Maint.	731785	MTS2000 Model I
1997	466CCN1059	SAAMAIN7_P	E. Definbaugh	SAA Maint.	731786	MTS2000 Model I
1998	466CCN1057	SAAMOWER3_P	Mower 3	SAA Maint.	731787	MTS2000 Model I
1999	466CCN1055	SAAMAIN5_P	R. Myers	SAA Maint.	731788	MTS2000 Model I
3163	205CFC0407	SAAMOWER8_P	Mower 8	SAA Maint.	710000	XTS2500 Model I
3165	205CFC0409	SAASPARE3_P	D Dunn	SAA Maint.	710001	XTS2500 Model I
3180	500CFH0033	SIAIT1_M	J. Crocker	SAA IT	706095	XTL5000 W4
3181	205CFH0355	SAACONTROL_P	OPS	SAA OPS	706001	XTS2500 Model I
3182	205CFH0356	SIAOPS10_P		SAA OPS	706007	XTS2500 Model I
3183	205CFH1114	SAAECHO4_P	J. Mendez	SAPD	706087	XTS2500 Model III
3184	205CFH1115	SAAECHO5_P	A. Scoular	SAPD	706038	XTS2500 Model III
3185	205CFH1116	SAAECHO1_P	Control Center	SAPD	706054	XTS2500 Model III
3200	721CFV1783	SAALPHA1_P	L. Dale	SAA President	706109	XTS5000R Model III
3202	721CFV1785	SAAOPS1_P	G. Speake	SAA OPS	706108	XTS5000R Model III
3204	721CFV1787	SAACONSTR1_P	F. Liberatore	SAA Construction	706111	XTS5000R Model III
3205	721CFV1788	SAAFOX1_P	B. Garrett	SAA Finance	706107	XTS5000R Model III
3207	205CFV1041	SAAECHO2_P	J. Goslin	SAPD	706113	XTS2500 Model III
3208	205CFV1042	SAAECHO3_P	T. Fuehrer	SAPD	706112	XTS2500 Model III
3201	721CFV1784	SAAADMIN1_P	D. Crews	SAA Admin	706110	XTS5000R Model III
3206	721CFV1789	SAAMAIN1_P	S. Cole	SAA Maint.	706106	XTS5000R Model III
3212	721CGD1888	SAADISPATCH1_P	D Wheeler	SAA Control	710017	XTS5000R Model II
3216	721CGF0710	SAAMAIN2_P	R. Hayes	SAA Maint.		XTS5000R Model II
3217	721CGF0709	SAAGRND51_P	R. Green	SAA Maint.		XTS5000R Model II
3218	721CGF0708	SAAELEC1_P	M. Lundquist	SAA Maint.		XTS5000R Model II
3219	256CGF0132		L. Dale (Truck)	SAA President		
3269	205CGR1809	SAAECHO6_P	J. Stinson	SAPD	710001	XTS2500 Model III
	476ABA0000			Administration		MTVA N1671D

	476ABA0001			Administration		MTVA N1671D
	476ABA0002			Administration		MTVA N1671D
	476ABA0005			Administration		MTVA N1671D
	476ABA0003			Operations		MTVA N1671D
	476ABA0004			Maintenance		MTVA N1671D
	476ABA0006			Maintenance		MTVA N1671D
	476CCU0004			C-51 Truck		MTVA N1671D
	476CCU0005			C-51 Truck		MTVA N1671D
	205CGV3925	SAAPDSPARE1_P	H. Herman	SAPD		XTS2500 Model III
3271	205CGV3923	SAAPDSPARE2_P		SAPDSPARE		XTS2500 Model III
		SAAPDSPARE3_P		SAPDSPARE		XTS2500 Model III
3270	205CGT3698	SAAIT3_P	T. Gentry	SAA IT		XTS2500 Model III

1862	466ABA0267	SIAMO6_P	Destroyed-Jim		731669	MTS2000 Model I
1864	466ABA0258	SIAMO8_P	Was Rudy now lost		731675	MTS2000 Model I
3186		SIAM25_P	REPLACED BY URBAN	Lost (Urban)		XTS2500 Model III
3164	205CFC0408	SAASPARE1_P	Destroyed 8\8\DUSTIN	SAA Maint.	731634	XTS2500 Model I
1127	188TXQB729	Out of service		SAA Control		In cabinet
1270	188TXQB730	Out of service		SAA Control		In cabinet
3166	205CFC0410	SAASPARE2_P	D. Dunn	SAA Maint.	710002	XTS2500 Model I

205CFH111

May 30<sup>th</sup>, 2007

**EXHIBIT "B"**

Reconfiguration Work Sites

(To be developed by COUNTY and AUTHORITY staff)



**REBANDING AGREEMENT  
800 MHZ PUBLIC SAFETY/EMERGENCY  
RADIO COMMUNICATIONS SYSTEM**

**EXHIBIT "B"  
SCOPE OF WORK/SERVICE LOCATIONS**

**Scope of Work:** Rebanding of Radio System

**Equipment Type:** Portable Radios, Mobile Radios, Base Stations

**Service Type:** Program, re-program, install, remove, replace, re-tune

**Service By:** Seminole County

**Service To:**

**ALTAMONTE SPRINGS**

**CASSELBERRY**

**LAKE MARY**

**LONGWOOD**

**OVIEDO**

**SANDORD**

**WINTER SPRINGS**

**SANFORD AIRPORT AUTHORITY**

**Service Locations: Portables only**

**District 1 - 100 Bush Boulevard**

**District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)**

**District 3 - Lake Mary and Lake Emma**

**District 4 - Oviedo Lockwood and SR/419**

**District 5 - 436 and Howell Branch**

**District 6 - Fern Park**

**District 7 - Hunt Club**

**Fire Stations – TBD\***

**\* Other service locations for portables to be determined and negotiated with cities.**

**Service Locations: Mobiles and Portables**

**180 Bush Blvd**

**419 Fire Training Center**

REBANDING  
EXHIBIT "B"

<b>Seminole County</b>	<b>Fire and Law Enforcement Directory</b>
<b>FIRE STATION</b>	<b>STREET ADDRESS</b>
10 SCFD	9411 Forest City Cove, Altamonte Spgs 32714
11 SCFD	175 Newburyport Av, Altamonte Spgs 32701
12 ASFD	325 Douglas Av, Altamonte Spgs 32714
13 SC Forest City	1240 Hwy 436 W, Forest City 32714
14 SCFD	600 Hattaway Dr, Altamonte Spgs 32701
15 LWFD	301 Warren Av W, Longwood 32750
16 SC Sabal Pt	930 Wekiva Spgs Rd, Longwood , 32779
17 LWFD	400 Wayman St, Longwood 32750
21 CBFD	95 Triplet Lake Dr, Casselberry, 32707
22 SC Fern Park	7122 Hwy 17-92 S, Casselberry, 32730
23 SC Goldenrod	4810 Howell Branch Rd, Casselberry, 32792
24 WSFD	102 Moss Road N, Winter Springs, 32708
25 CBFD	1055 Red Bug Lake Road, Casselberry, 32707
26 WSFD	850 Northern Way, Winter Springs, 32708
27 SC Red Bug	5280 Red Bug Lake Road, Winter Spgs 32708
28 WSFD	1126 E SR 434, Winter Springs 32708
31 SFD	1303 French Av, Sanford, 32771
32 SFD	3770 Hwy 17-92, Sanford, 32771
33 LMFD	145 E Crystal Lake Ave., Lake Mary 32746
34 SC Paola	4905 Wayside Dr, Sanford, 32771
35 SC 5 Points	201 W County Home Road, Sanford, 32773
36 SC Heathrow	1600 Lake Mary Bl, Lake Mary, 32746
37 SC Lake Mary	235 Rinehart Road, Lake Mary, 32746
37 LMFD	235 Rinehart Road, Lake Mary, 32746
38 SFD	1300 Central Park Dr, Sanford
41 SC Midway	3355 SR 46 E, Sanford, 32771
42 SC Geneva	320 SR 46 E, Geneva, 32732
43 SC Chuluota	110 Seventh St, Chuluota, 32766
44 OFD	42 Central Av S, Oviedo , 32765 ext 651
46 OFD	300 Alexandria Bl, Oviedo, 32765 ext 216
48 OFD	1930 E. Broadway, Oviedo, 32765
51 SC Airport	550 Don Knight Lane, Sanford, 32773
52 SC Airport	500 Don Knight Lane, Sanford, 32773
65 SC UCF	4999 N Orion Blvd, Oviedo , 32765
ORL-SF Airport FD	Orlando-Sanford Airport, Sanford, 32771
<b>POLICE/SHERIFF</b>	<b>STREET ADDRESS</b>
APD	225 Newburyport Av, Altamonte Springs
CPD	4195 US Hwy 17-92 S, Casselberry
LMPD	235 Rinehart Road, Lake Mary
LPD	235 Church Av W, Longwood
OPD	300 Alexandria Bl, Oviedo
SPD	815 French Av S, Sanford
WPD	300 Moss Road N, Winter Springs
SC Sheriff	150 Bush Blvd, Sanford

SAP

1200 Red Cleveland Blvd,

**AGREEMENT BETWEEN THE CITY OF OVIEDO AND SEMINOLE COUNTY  
FOR COORDINATION OF RESPONSIBILITIES RELATING TO REBANDING OF  
THE 800 MHZ PUBLIC SAFETY/EMERGENCY RADIO COMMUNICATIONS SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made and entered into this 21st day of May, 2007, between the **CITY OF OVIEDO**, a municipality incorporated under the laws of the State of Florida, whose address is 400 Alexandria Blvd, Oviedo, Florida 32765, hereinafter referred to as the "**CITY**" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United

States thus requiring no monetary outlay or costs incurred by the County or CITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. Term of Agreement.** The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all both COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become neces-

sary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

### **Section 3. County Responsibilities.**

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY's license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for CITY's and COUNTY's systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both City's and County's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to affect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all

of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

#### **Section 4. City Responsibilities.**

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall consti-

tutes be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that is central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all City's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all of the terms and conditions agreed to by and between COUNTY, its legal advisors, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, the final Scope of Work and scheduling therefore, decisions of the Transition Administrator.

(e) City's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. City's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order

True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required time-lines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

#### **Section 5. Reconfiguration Workshop Locations.**

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

#### **Section 6. Compliance With Laws.**



(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

**Section 7. Indemnification.** Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**Section 8. Insurance.** Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

**Section 9. Notice to Parties.**

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

**For CITY:**

Lars White, Fire Chief  
City of Oviedo  
400 Alexandria Blvd  
Oviedo, Florida 32765  
Telephone Number: 407-971-5611

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

**Section 10. Equal Opportunity Employment.** The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

**Section 12. Interpretations.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**Section 13. Alternative Dispute Resolution.** Disputes between the

parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

**Section 14. Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**Section 15. Modifications, Amendments or Alterations.** Except as expressly provided in Sections 5 and 9 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 16. Assignment/Third Party Beneficiaries.**

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

**Section 17. Binding Effect.** Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**Section 18. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to excep-

tions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

**Section 19. Conflicts Of Interest.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

**Section 20. Independent Contractors.** The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

**Section 21. Severability.** Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

**Section 22. Headings.** All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect

the construction of interpretation hereof.

**Section 23. Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

**Section 24. Exhibits.** Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

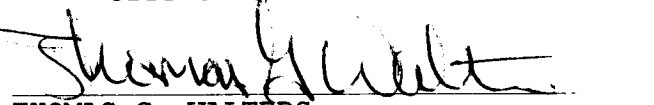
**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF,** the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

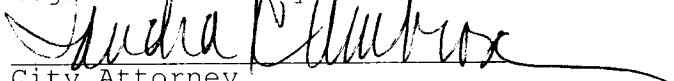
**ATTEST:**

  
BARBARA J. BARBOUR  
CITY CLERK

**CITY OF OVIEDO**

  
THOMAS G. WALTERS  
MAYOR of the City of Oviedo, Florida

Approved as to form and  
legal sufficiency

  
City Attorney


**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

  
**SIGN  
HERE**

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

---

County Attorney

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Exhibit "A"

Exhibit "B"

**EXHIBIT "A"**

Inventory of CITY's 800 MHz equipment needing reconfiguration or  
replacement

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"  
SCOPE OF WORK/SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace,  
re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS  
CASSELBERRY  
LAKE MARY  
LONGWOOD  
OVIEDO  
SANDORD  
WINTER SPRINGS  
SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard  
District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)  
District 3 - Lake Mary and Lake Emma  
District 4 - Oviedo Lockwood and SR/419  
District 5 - 436 and Howell Branch  
District 6 - Fern Park  
District 7 - Hunt Club  
Fire Stations - TBD\*

\* Other service locations for portables to be determined and  
negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd  
419 Fire Training Center



## RESOLUTION 07-1797

"A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY FOR COORDINATION OF RESPONSIBILITIES RELATING TO REBANDING OF THE 800 MHZ PUBLIC SAFETY/EMERGENCY RADIO COMMUNICATIONS SYSTEM; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE."

WHEREAS, the City of Casselberry wishes to enter into an Agreement with Seminole County to provide for improving public safety communications in the 800 MHz band in response to the FCC funded mandate,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. That the Agreement, as set forth in Exhibit A, is attached hereto and incorporated herein by reference, between the City of Casselberry and Seminole County.

SECTION II. The Mayor of the City of Casselberry is hereby authorized to execute said Agreement for and on behalf of the City of Casselberry.

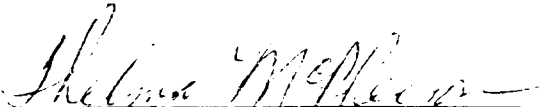
SECTION III. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

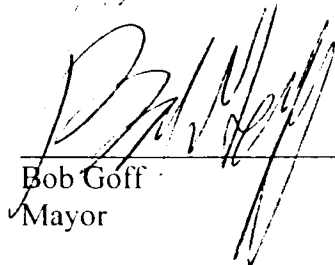
SECTION IV. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effects of any other Section or part of this Resolution.

SECTION V. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th Day of June, 2007

ATTEST:

  
Thelma McPherson  
City Clerk

  
Bob Goff  
Mayor



**BUSINESS INNOVATION AND TECHNOLOGY SERVICES**

April 12, 2007

Barbara Lipscomb, City Manager  
**CITY OF CASSELBERRY**  
95 Triplet Lake Drive  
Casselberry, FL 32707

**Re: 800 MHz Rebanding Interlocal Agreement**

Dear Ms. Lipscomb:

We have prepared an Interlocal Agreement for your agency specifically for the purpose of the 800MHz Rebanding Program. Rebanding is an FCC funded mandate (Report and Order) that was adopted on July 8, 2004 for "Improving Public Safety Communications in the 800 MHz Band".

Seminole County owns, maintains, and operates an Intergovernmental 800 MHz Radio System as a part of our emergency and general government communications services. This vital resource is shared with all the cities in Seminole County as well as many agencies that provide service in and to our County. The intent of the FCC order is to resolve the interference issues that have been a part of a continuing struggle to provide a reliable and interference free communications band for all Public Safety users.

This is another step in the right direction for this project to be successful. The Rebanding project will require a substantial amount of coordination and cooperation. Every precaution has been taken, and will continue to be taken to ensure and maintain a working communications system during the actual transition. As part of the Rebanding process, it is necessary for the Board of County Commissioners to enter into an Interlocal Agreement with your municipality to set forth terms and conditions associated with this program.

We have previously provided a briefing at the Police and Fire Chief's meetings and will continue to provide all Seminole County Radio System users the time to meet independently with you to review the information, discuss the inventory, answer any questions you may have, and or to discuss the project in more detail.

I have attached a copy of the Interlocal Agreement, Exhibits "A" and "B" and program Overview. Please return an original copy of the agreement after your review and signature.

Sincerely,

Tommy Oliveras, CPM Program Manager  
System Transport and Radio Services

CC: Colleen Rotella, BITS Director  
Seminole County Sheriff  
Fire Chief  
Police Chief

**"Providing Customers with Technology Services"**

180 Bush Boulevard Suite 1-308 Sanford FL 32773

Telephone: 407-665-1041 Fax: 407-665-1027

# OVERVIEW

## **The 800 MHz Reconfiguration Program**

Public safety radio systems—those used by police, firefighters, emergency medical technicians, and other systems operating on the 800 MHz Band—have been experiencing increasing levels of interference and “dead zones” as a result of commercial wireless carriers operating in the same or adjacent spectrum bands. Reconfiguration is designed to alleviate this interference by spectrally separating the two types of systems. The 800 MHz reconfiguration program is part of the FCC’s plan to promote safety and protect the lives of first responders and other emergency personnel by addressing the harmful interference to public safety communication systems operating in the 800 MHz Band. 800 MHz Transition Administrator, LLC (TA, LLC) is the Transition Administrator (TA) for the reconfiguration of the 800 MHz Band mandated by the FCC.

## **Who needs to reconfigure in the 800 MHz Band?**

Many 800 MHz systems, including public safety, critical infrastructure industries (CII), private business (B/ILT), and commercial (SMR) systems operating at 806-824 MHz/851-869 MHz will be required to relocate with the following general guidelines:

- Licensees in the 806-809 MHz/851-854 MHz Band (Channels 1-120) will be relocated.
  - NPSPAC licensees in the 821-824 MHz/866-869 MHz Band will be relocated.
  - Certain licensees in the newly created “Expansion” Band and “Guard” Band will have the option of relocating.
  - Enhanced Specialized Mobile Radio (ESMR) operators, such as Sprint Nextel, will be relocated.
- In addition, there are alternative band plans affecting the Expansion, Guard, and ESMR bands for an area in the Southeastern Region of the United States and also for the Atlanta area.

## **Regional Prioritization Plan**

The TA developed the Regional Prioritization Plan (RPP) that lists the order in which the 55 National Public Safety Planning Advisory Committee (NPSPAC) regions will start the process of reconfiguration in the 800 MHz Band in the United States.

- The RPP contains four reconfiguration “Waves” or groups of NPSPAC regions, and the reconfiguration schedule for each Wave.
- Each Wave consists of two “Stages”: Stage 1 includes Channels 1-120 or the non-NPSPAC Channels which reconfigure first; and Stage 2 includes NPSPAC Channels which reconfigure after Channels 1-120. For more information on the RPP, or to determine to which Wave you belong to, visit the Tools section of the TA’s website.

## **Reconfiguration Costs**

Sprint Nextel is generally responsible for the cost of relocating all affected 800 MHz incumbents to new spectrum with comparable facilities to those presently in use. Per the FCC, comparable facilities are those that provide the same level of service as the incumbent’s existing facilities, including: equivalent channel capacity; equivalent signaling capability, baud rate and access time; coextensive geographic coverage; and equivalent operating costs. Licensees must certify that cost estimates are the “minimum necessary” to provide facilities comparable to those presently in use. To ensure that adequate funding is available for the entire 800 MHz reconfiguration, the FCC has required Sprint Nextel to secure irrevocable letters of credit in the amount of \$2.5 billion and commit to providing additional funding if necessary. Generally, costs that are reasonable, prudent, and directly related to obtaining comparable facilities to those presently in use are reimbursable. Upon review and approval of the licensee’s Request for Planning Funding or Cost Estimate pursuant to a Frequency Reconfiguration Agreement by Sprint Nextel and the TA, Sprint Nextel will initiate steps for payment of these upon the receipt of an invoice and approval by the licensee.

## **Negotiations**

Reconfiguring 800 MHz licensees are required to negotiate the specifics of their reconfigurations with Sprint Nextel directly. There is a three-month voluntary negotiation period for Stage 1 (Channels 1-120) licensees that begin at the start of each “Wave,” followed by a three-month mandatory negotiation period. The start of negotiations for Stage 2 licensees (on NPSPAC Channels) is dependent on the completion of the reconfiguration for Stage 1. If the licensee and Sprint Nextel do not reach an agreement by the end of the mandatory negotiation period, they will enter mediation as outlined in the Alternative Dispute Resolution (ADR) Plan (<http://www.800ta.org/content/PDF/policy/ADRPlan.pdf>), wherein the TA will mediate the negotiation of an agreement between the licensee and Sprint Nextel. The TA will refer the matter to the FCC if not resolved at the end of the ADR process. For further guidance on reconfiguration, please visit their website ([www.800TA.org](http://www.800TA.org)).

## **“Providing Customers with Technology Services”**

**AGREEMENT BETWEEN THE CITY OF CASSELBERRY, FLORIDA  
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES  
RELATING TO REBANDING OF THE 800 MHz PUBLIC SAFETY/EMERGENCY  
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the CITY OF CASSELBERRY, FLORIDA, a municipality incorporated under the laws of the State of Florida, whose address is 95 Lake Triplet Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency

and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

**WHEREAS**, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

**WHEREAS**, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

**WHEREAS**, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. Term of Agreement.** The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for

such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

### **Section 3. County Responsibilities.**

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both

CITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to

the subject matter of this Agreement.

**Section 4. City Responsibilities.**

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint



Nextel, the rebanding vendors and suppliers, and the FCC and/or its Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

#### **Section 5. Reconfiguration Workshop Locations.**

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

**Section 6. Compliance With Laws.**

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

**Section 7. Indemnification.** Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**Section 8. Insurance.** Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or

reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

**Section 8. Notice to Parties.**

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

**For CITY:**

John Pavlis, Chief of Police  
City of Casselberry  
4195 S. U.S. Hwy 17-92  
Casselberry, Florida 32707  
Telephone Number: 407-262-7716

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

**Section 10. Equal Opportunity Employment.** The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

**Section 12. Interpretations.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**Section 13. Alternative Dispute Resolution.** Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

**Section 14. Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**Section 15. Modifications, Amendments or Alterations.** Except as expressly provided in Sections 5 and 9 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 16. Assignment/Third Party Beneficiaries.**

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

**Section 17. Binding Effect.** Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**Section 18. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

**Section 19. Conflicts Of Interest.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

**Section 20. AGENCY RELATIONSHIP.** The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes

envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

**Section 21. Severability.** Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

**Section 22. Headings.** All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

**Section 23. Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

**Section 24. Exhibits.** Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

(SIGNATURES ON FOLLOWING PAGE)

ATTEST:

Helena McPherson  
City Clerk

Approved as to form and  
legal sufficiency.

Colin Reisch  
City Attorney

CITY OF CASSELBERRY, FLORIDA

By: [Signature]

Date: June 25, 2007

ATTEST:

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_

CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Exhibit "A" - Inventory of 800 MHz Equipment to be rebanded

Exhibit "B" - Service Locations

**EXHIBIT "A"**

Inventory of CITY's 800 MHz equipment needing reconfiguration or  
replacement

Provided by COUNTY, refer to attachment



INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
2	Casselberry Fire	Station 21	270AXJ0024	R121_M	700263	CFD	Mobile	Replace	Spectra	3	HEAD
3	Casselberry Fire	Station 21	466AAW2961	C21_SPR_P	700722	2	Portable	Re-Program	MTS2000	3	C 21 SPARE
4	Casselberry Fire	Station 21	466AAW2962	CE_BLDG3_P	700721	3	Portable	Re-Program	MTS2000	3	CE BLDG # 3
5	Casselberry Fire	Station 21	466AUL3756	CE_BLDG7_P	700047	CB04340	Portable	Re-Program	MTS2000	3	CE BLDG # 7
6	Casselberry Fire	Station 21	466AUL3760	CE_BLDG5_P	700038	CB04341	Portable	Re-Program	MTS2000	3	CE BLDG # 5
7	Casselberry Fire	Station 21	466AUL3761	CB_FIRESPR_P1	700036	CB04342	Portable	Re-Program	MTS2000	3	SPARE 1
8	Casselberry Fire	Station 21	466AUL3763	CB_FIRESPR_P4	700042	9	Portable	Re-Program	MTS2000	3	SPARE 4
9	Casselberry Fire	Station 21	466AUL3764	CB_FIRESPR_P2	700044	8	Portable	Re-Program	MTS2000	3	SPARE 2
10	Casselberry Fire	Station 21	466AUL3765	CE_BLDG1_P	700051	CFD	Portable	Re-Program	MTS2000	3	CE BLDG # 1
11	Casselberry Fire	Station 21	466AUL4753	CB_FIRESPR_P5	700045	35	Portable	Re-Program	MTS2000	3	SPARE 5
12	Casselberry Fire	Station 21	466AVE4166	CB_FIRESPR_P6	700077	6	Portable	Re-Program	MTS2000	3	SPARE 6
13	Casselberry Fire	Station 21	466AYE2677	CE_BLDG2_P	700351	CB13001	Portable	Re-Program	MTS2000	3	CE BLDG # 2
14	Casselberry Fire	Station 21	466AYW7014	CE_BLDG4_P	700383	CB13251	Portable	Re-Program	MTS2000	3	CE BLDG # 4
15	Casselberry Fire	Station 21	466AZW5715	CE_BLDG6_P	700622	CB13500	Portable	Re-Program	MTS2000	3	CE BLDG # 6
16	Casselberry Fire	Station 21	481AUL0056	STA21_B	700052	CFD	Base Lo	Replace	Maxtrac	1	Public Safety
17	Casselberry Fire	Station 21	481AUL0349	CBFD_ADMIN	700064	CFD	Mobile	Replace	Maxtrac	1	Public Safety
18	Casselberry Fire	Station 21	500CEE0058	CBF	700857	CB	Mobile	Re-Program	XTL5000	3	
19	Casselberry Fire	Station 21	500CFH2321	R21_M	700053	CB14825	Mobile	Re-Program	XTL5000	2	R 21 DUAL HEAD
20	Casselberry Fire	Station 21	500CFX0561	BC21_M	700982	CB14970	Mobile	Re-Program	XTL5000	2	BAT 21
21	Casselberry Fire	Station 21	500CFX1207	CB700919	700919	CB14971	Mobile	Re-Program	XTL5000	2	Head
22	Casselberry Fire	Station 21	581AVQ0208	CASS_EOC	700117	CFD	Base Lo	Replace	Spectra	2	Public Safety
23	Casselberry Fire	Station 21	604AUL0496	CBF700060	700060	CFD	Mobile	Replace	Spectra	3	Was Battalion 21
24	Casselberry Fire	Station 21	604AUL0554	E121_M	700058	CFD	Mobile	Replace	Spectra	3	spare Engine 121
25	Casselberry Fire	Station 21	604AUL0555	CB_FIRESPR_M3	700057	CFD	Mobile	Replace	Spectra	3	SPARE 3
26	Casselberry Fire	Station 21	678ATC0350	STA21_P2	700324	1	Portable	Replace	STX	3	BN21
27	Casselberry Fire	Station 21	721CDE3160	R21_DRIVER_P	700806	CB14375	Portable	Re-Program	XTS5000	3	Rescue 21 Driver
28	Casselberry Fire	Station 21	721CDE3161	ST21_P	700807	CB14376	Portable	Re-Program	XTS5000	3	Station 21 Portable
29	Casselberry Fire	Station 21	721CEA3266	BC21A_P	700843	CB14551	Portable	Re-Program	XTS5000	3	Crabtree
30	Casselberry Fire	Station 21	721CEA3267	BC21B_P	700842	CB14553	Portable	Re-Program	XTS5000	3	Morris
31	Casselberry Fire	Station 21	721CEA3268	BC21C_P	700841	CB14552	Portable	Re-Program	XTS5000	3	Lavgensen

# INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
32	Casselberry Fire	Station 21	721CEA3269	E21LT_P	700839	CB14554	Portable	Re-Program	XTS5000	3	Engine 21 LT
33	Casselberry Fire	Station 21	721CEA3270	E21_DRIVER_P	700838	CB14555	Portable	Re-Program	XTS5000	3	DRIVER
34	Casselberry Fire	Station 21	721CEA3271	E21JUMPSEAT_P	700844	CB14557	Portable	Re-Program	XTS5000	3	E 21 JUMPSEAT
35	Casselberry Fire	Station 21	721CEA3272	R21_OFFICER_P	700840	CB14556	Portable	Re-Program	XTS5000	3	Rescue 21 Officer
36	Casselberry Fire	Station 21	721CFX0518	F11720_P	700520	CB14966	Portable	Re-Program	XTS5000	3	20
37	Casselberry Fire	Station 21	721CFX0519	FM1721_P	700674	CB14968	Portable	Re-Program	XTS5000	3	21
38	Casselberry Fire	Station 21	721CFX0520	CBF_CMDSPR_P	700679	CB14969	Portable	Re-Program	XTS5000	3	SPARE
39	Casselberry Fire	Station 21	721CFX0522	DC21_P	700519	CB14964	Portable	Re-Program	XTS5000	3	21
40	Casselberry Fire	Station 21	721CFX0523	TR21_P	700702	CB14965	Portable	Re-Program	XTS5000	3	TRAINING 21
41	Casselberry Fire	Station 21	721CFX0524	C21_P	700620	CB14963	Portable	Re-Program	XTS5000	3	CHIEF 21
42	Casselberry Fire	Station 21	722AAW1714	C21_M	700724	4	Mobile	Re-Program	MCS2000	2	Fire chief
43	Casselberry Fire	Station 21	722AAW1715	E21_M	700725	5	Mobile	Re-Program	MCS2000	2	Engine 21
44	Casselberry Fire	Station 21	722AAW1716	TR21_M	700723	6	Mobile	Re-Program	MCS2000	2	TRAINING 21
45	Casselberry Fire	Station 21	722ACA1794	DC21_M	700143	CB14098	Mobile	Re-Program	MCS2000	2	DC 21
46	Casselberry Fire	Station 25	466AUL3757	CB_FIRESPR_P8	700048	3	Portable	Re-Program	MTS2000	3	SPARE 8
47	Casselberry Fire	Station 25	466AUL3758	CB_FIRESPR_P9	700049	4	Portable	Re-Program	MTS2000	3	SPARE 9
48	Casselberry Fire	Station 25	466AUL3759	0	700050	CB04337	Portable	Re-Program	MTS2000	3	SPARE 10
49	Casselberry Fire	Station 25	466AUL3762	1	700046	CS4343	Portable	Re-Program	MTS2000	3	SPARE 11
50	Casselberry Fire	Station 25	466AUL4752	2	700078	5	Portable	Re-Program	MTS2000	3	SPARE 12
51	Casselberry Fire	Station 25	466AVE4165	3	700079	4	Portable	Re-Program	MTS2000	3	SPARE 3
52	Casselberry Fire	Station 25	466AVE4167	CB_FIRESPR_P3	700079	4	Portable	Re-Program	MTS2000	3	SPARE 13
53	Casselberry Fire	Station 25	466AYW7013	3	700382	CB13250	Portable	Re-Program	MTS2000	3	SPARE 7
54	Casselberry Fire	Station 25	466CCQ1665	CB_FIRESPR_P7	700699	CB14272	Portable	Re-Program	MTS2000	3	Public Safety
55	Casselberry Fire	Station 25	481AUL0057	STA25_B	700054	CFD	Base Lo	Replace	Maxtrac	1	Head
56	Casselberry Fire	Station 25	500CFX1208	R25_M	700983	CB14972	Mobile	Re-Program	XTL5000	2	REMOVED
57	Casselberry Fire	Station 25	581AVY0396	5	5	CFD	Mobile	Replace	Spectra	3	REMOVED
58	Casselberry Fire	Station 25	604AUL0552	CB_FIRESPR_M4	700062	8	Mobile	Replace	Spectra	3	SPARE 4
59	Casselberry Fire	Station 25	604AUL0553	1	1	CFD	Mobile	Replace	Spectra	3	SPARE 4
60	Casselberry Fire	Station 25	604AUL0556	R125_M	700055	CFD	Mobile	Replace	Spectra	3	125
61	Casselberry Fire	Station 25	604AUL0557								

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1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
62	Casselberry Fire	Station 25	678ATG0332	STA25_P1	700325	5	Portable	Replace	STX	3	OFFICER
63	Casselberry Fire	Station 25	721CFM6597	P	700230	CBFD	Portable	Re-Program	XTS5000	3	DRIVER
64	Casselberry Fire	Station 25	721CFM6598	TW25_DRIVER_P	700231	CBFD	Portable	Re-Program	XTS5000	3	1
65	Casselberry Fire	Station 25	721CFM6599	E25_JUMP1_P	700233	CB14819	Portable	Re-Program	XTS5000	3	TOWER JUMP 2
66	Casselberry Fire	Station 25	721CFM6600	TW25_JUMP2_P	700235	CBFD	Portable	Re-Program	XTS5000	3	OFFICER
67	Casselberry Fire	Station 25	721CFM6601	R25_OFFICER_P	700237	CB14821	Portable	Re-Program	XTS5000	3	DRIVER
68	Casselberry Fire	Station 25	721CFM6602	R25_DRIVER_P	700238	CB14820	Portable	Re-Program	XTS5000	3	RESCUE 25 JUMP
69	Casselberry Fire	Station 25	721CFM6603	R25_JUMP_P	700270	CBFD	Portable	Re-Program	XTS5000	3	25
70	Casselberry Fire	Station 25	721CFX0521	FI1725_P	700437	CB14967	Portable	Re-Program	XTS5000	3	TOWER 25
71	Casselberry Fire	Station 25	722AYY1716	TW25_M	700385	6	Mobile	Re-Program	MCS2000	2	ENGINE 25
72	Casselberry Fire	Station 25	722AYY1717	E25_M	700384	CB13267	Mobile	Re-Program	MCS2000	2	BAUER
73	Police	CBPD	466ABA2732	CBSPR05_P	704735	CB13819	Portable	Re-Program	MTS2000	2	
74	Police	CBPD	466ABC4325	CB695_P	704736	CB13820	Portable	Re-Program	MTS2000	2	
75	Police	CBPD	466ABL4366	CBSPR01_P	704733	CB13946	Portable	Re-Program	MTS2000	2	
76	Police	CBPD	466ABW1797	CBSPR02_P	704734	CB14103	Portable	Re-Program	MTS2000	2	
77	Police	CBPD	466ABW1798	CBSPR03_P	704663	CB14101	Portable	Re-Program	MTS2000	2	
78	Police	CBPD	466ABW1799	CBSPR04_P	704732	CB14102	Portable	Re-Program	MTS2000	2	Vess
79	Police	CBPD	466AWL0175	CB626_P	704541	21858	Portable	Re-Program	MTS2000	2	Fossellius
80	Police	CBPD	466AWL0176	CB692_P	704542	21867	Portable	Re-Program	MTS2000	2	Shumway
81	Police	CBPD	466AWL0177	CB699_P	704543	21874	Portable	Re-Program	MTS2000	2	Pooley
82	Police	CBPD	466AWL0178	CB605_P	704544	21856	Portable	Re-Program	MTS2000	2	
83	Police	CBPD	466AWL0179	CB704545_P	704545	21877	Portable	Re-Program	MTS2000	2	Khounphixay
84	Police	CBPD	466AWL0180	CB690_P	704546	21863	Portable	Re-Program	MTS2000	2	Pamatian
85	Police	CBPD	466AWL0181	CB687_P	704547	21876	Portable	Re-Program	MTS2000	2	Marah
86	Police	CBPD	466AWL0182	CB631_P	704548	21875	Portable	Re-Program	MTS2000	2	Mulligan
87	Police	CBPD	466AWL0183	CB_PAPA96_P	704549	21880	Portable	Re-Program	MTS2000	2	Penderson
88	Police	CBPD	466AWL0184	CB673_P	704550	21870	Portable	Re-Program	MTS2000	2	A Nas
89	Police	CBPD	466AWL0185	CB679_P	704551	21862	Portable	Re-Program	MTS2000	2	Munn
90	Police	CBPD	466AWL0186	CB674_P	704552	21887	Portable	Re-Program	MTS2000	2	Comm Center
91	Police	CBPD	466AWL0187	CB700_P	704553	21879	Portable	Re-Program	MTS2000	2	

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1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
92	Police	CBPD	466AWL0188	CBSPR06_P	704554	21886	Portable	Re-Program	MTS2000	2	
93	Police	CBPD	466AWL0189	CB_PAPA97_P	704555	21864	Portable	Re-Program	MTS2000	2	Warren
94	Police	CBPD	466AWL0190	CBK643_P	704556	21885	Portable	Re-Program	MTS2000	2	A. Shurdom
95	Police	CBPD	466AWL0191	CB671_P	704557	21860	Portable	Re-Program	MTS2000	2	Aguilera
96	Police	CBPD	466AWL0192	CB685_P	704558	21865	Portable	Re-Program	MTS2000	2	Thomas
97	Police	CBPD	466AWL0193	CB691_P	704559	21890	Portable	Re-Program	MTS2000	2	Carraway
98	Police	CBPD	466AWL0194	CBCS5_P	704560	21869	Portable	Re-Program	MTS2000	2	BOUTWELL
99	Police	CBPD	466AWL0195	CB6101_P	704561	21889	Portable	Re-Program	MTS2000	2	Tucker
100	Police	CBPD	466AWL0196	CB704562_P	704562	21883	Portable	Re-Program	MTS2000	2	
101	Police	CBPD	466AWL0197	CB6100_P	704563	21871	Portable	Re-Program	MTS2000	2	J Nas
102	Police	CBPD	466AWL0198	CB704564_P	704564	21881	Portable	Re-Program	MTS2000	2	Donovan
103	Police	CBPD	466AWL0199	CB667_P	704565	21888	Portable	Re-Program	MTS2000	2	BRADDY
104	Police	CBPD	466AWL0200	CB635_P	704566	21873	Portable	Re-Program	MTS2000	2	Daniels
105	Police	CBPD	466AWL0201	CB678_P	704567	21878	Portable	Re-Program	MTS2000	2	Hernandez
106	Police	CBPD	466AWL0202	CB612_P	704568	21855	Portable	Re-Program	MTS2000	2	J. Catlier
107	Police	CBPD	466AWL0203	CB683_P	704569	21884	Portable	Re-Program	MTS2000	2	McConologue
108	Police	CBPD	466AWL0204	CBK654_P	704570	21861	Portable	Re-Program	MTS2000	2	Fugate
109	Police	CBPD	466AWL0205	CB6103_P	704571	21868	Portable	Re-Program	MTS2000	2	Martin
110	Police	CBPD	466AWL0206	CB697_P	704573	21859	Portable	Re-Program	MTS2000	2	Carr
111	Police	CBPD	466AWL0207	CB686_P	704572	21857	Portable	Re-Program	MTS2000	2	OFC MILLER
112	Police	CBPD	466AWL0208	CB619_P	704574	21872	Portable	Re-Program	MTS2000	2	Mittan
113	Police	CBPD	466AWL0209	CBCOMM01_P	704575	21882	Portable	Re-Program	MTS2000	2	Comm Center
114	Police	CBPD	466AWL0210	CBCS6_P	704576	21866	Portable	Re-Program	MTS2000	2	MC DONALD
115	Police	CBPD	466AWL0211	CB423_P	704529	21893	Portable	Re-Program	MTS2000	3	Goodman
116	Police	CBPD	466AWL0213	CB416_P	704531	21897	Portable	Re-Program	MTS2000	2	M. Johnson
117	Police	CBPD	466AWL0214	CB544_P	704532	21895	Portable	Re-Program	MTS2000	3	Ball
118	Police	CBPD	466AWL0215	CB521_P	704533	21891	Portable	Re-Program	MTS2000	3	Eichhorn
119	Police	CBPD	466AWL0216	CB524_P	704534	21896	Portable	Re-Program	MTS2000	3	Mellon
120	Police	CBPD	466AWL0217	CB203_P	704535	21898	Portable	Re-Program	MTS2000	3	Ruf
121	Police	CBPD	466AWL0218	CB832_P	704536	21900	Portable	Re-Program	MTS2000	3	Stewart

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122	Police	CBPD	466AWL0219	CB520_P	704537	21899	Portable	Re-Program	MTS2000	3	Schaefer
123	Police	CBPD	466AWL0220	CB411_P	704538	21894	Portable	Re-Program	MTS2000	3	Toole
124	Police	CBPD	466AXG2610	CB664_P	704650	8	Portable	Re-Program	MTS2000	3	W. Nas
125	Police	CBPD	466AXG2611	CB808_P	704647	CB04749	Portable	Re-Program	MTS2000	3	Pleasants
126	Police	CBPD	466AXG2612	CB551_P	704648	0	Portable	Re-Program	MTS2000	3	Pamarian
127	Police	CBPD	466AXG2613	CB661_P	704649	CB04751	Portable	Re-Program	MTS2000	3	Nelson
128	Police	CBPD	466AXL3465	CB457_P	704682	7	Portable	Re-Program	MTS2000	2	CCIB
129	Police	CBPD	466AXL3466	CB656_P	704683	8	Portable	Re-Program	MTS2000	2	Moats
130	Police	CBPD	466AXL3467	CB439_P	704685	9	Portable	Re-Program	MTS2000	2	G. Simpson
131	Police	CBPD	466AXL3468	CBSPR07_P	704686	CB04940	Portable	Re-Program	MTS2000	2	Bosa
132	Police	CBPD	466AXL3469	CBA1_P	704687	CB04941	Portable	Re-Program	MTS2000	2	White
133	Police	CBPD	466AXL3470	CBA1SPR_P	704688	CB04942	Portable	Re-Program	MTS2000	2	
134	Police	CBPD	466AYN1940	CB830_P	704711	CB13129	Portable	Re-Program	MTS2000	3	Mulson
135	Police	CBPD	466AYN1941	CB529_P	704712	CB13130	Portable	Re-Program	MTS2000	3	McBurney
136	Police	CBPD	466AYN1942	CB506_P	704713	CB13131	Portable	Re-Program	MTS2000	3	Stein
137	Police	CBPD	466AYS4426	CBA6_P	704714	CB13143	Portable	Re-Program	MTS2000	2	HEFLIN
138	Police	CBPD	466AZC2318	CB252_P	704717	CB13309	Portable	Re-Program	MTS2000	2	CHIEF
139	Police	CBPD	466AZC2319	CB807_P	704715	CB13310	Portable	Re-Program	MTS2000	2	LT SANDRIDGE
140	Police	CBPD	466AZC2320	CB698_P	704718	CB13312	Portable	Re-Program	MTS2000	2	Thomas
141	Police	CBPD	466AZC2321	CB696_P	704716	CB13311	Portable	Re-Program	MTS2000	2	Fossellius
142	Police	CBPD	466AZW6055	CB976_P	704723	CB13505	Portable	Re-Program	MTS2000	2	Zorn
143	Police	CBPD	466AZW6056	CB646_P	704724	CB13504	Portable	Re-Program	MTS2000	2	Napier
144	Police	CBPD	466AZW6057	CB625_P	704727	CB13501	Portable	Re-Program	MTS2000	2	Brown
145	Police	CBPD	466AZW6058	CBCA01_P	704726	CB13502	Portable	Re-Program	MTS2000	2	Analyst
146	Police	CBPD	466AZW6059	CB704725_P	704725	CB13503	Portable	Re-Program	MTS2000	2	
147	Police	CBPD	481SWH5264	CBV188_C	704522	22382	Mobile	Replace	Maxtrac	1	
148	Police	CBPD	481SWH5268	CBV143_C	704519	22385	Mobile	Replace	Maxtrac	1	VEH 143
149	Police	CBPD	481SWH5270	CBV704502_C	704502	22387	Mobile	Replace	Maxtrac	1	
150	Police	CBPD	481SWH5272	CBV122_C	704528	22396	Mobile	Replace	Maxtrac	1	
151	Police	CBPD	481SWH5273	CBV112_C	704504	22393	Mobile	Replace	Maxtrac	1	

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152	Police	CBPD	481SWH5277	CBV095_C	704509	22379	Mobile	Replace	Maxtrac	1	
153	Police	CBPD	481SWH5279	CBV123_C	704511	22386	Mobile	Replace	Maxtrac	1	
154	Police	CBPD	481SWH5286	CBV116_C	704517	22388	Mobile	Replace	Maxtrac	1	
155	Police	CBPD	481SWH5289	CBV157_C	704516	22383	Mobile	Replace	Maxtrac	1	VEH 157
156	Police	CBPD	481SWH5298	CBV190_C	704525	22381	Mobile	Replace	Maxtrac	1	
157	Police	CBPD	481SWH5301	CBV119_C	704514	22389	Mobile	Replace	Maxtrac	1	
158	Police	CBPD	481SWH5316	CBV704515_C	704515	22384	Mobile	Replace	Maxtrac	1	
159	Police	CBPD	481SWH5335	CBV134_C	704510	22397	Mobile	Replace	Maxtrac	1	
160	Police	CBPD	481SWH5339	CBV115_C	704523	22394	Mobile	Replace	Maxtrac	1	
161	Police	CBPD	481SWH5343	CBV110_C	704506	22404	Mobile	Replace	Maxtrac	1	
162	Police	CBPD	481SWH5346	CBV196_C	704500	22401	Mobile	Replace	Maxtrac	1	
163	Police	CBPD	481SWH5390	CBV096_C	704507	22391	Mobile	Replace	Maxtrac	1	
164	Police	CBPD	481SWH5401	CBV140_C	704527	22400	Mobile	Replace	Maxtrac	1	
165	Police	CBPD	481SWH5404	CBV111_C	704518	22405	Mobile	Replace	Maxtrac	1	
166	Police	CBPD	481SWH5410	CBV135_C	704526	22407	Mobile	Replace	Maxtrac	1	
167	Police	CBPD	481SWH5411	CBV132_C	704513	22390	Mobile	Replace	Maxtrac	1	
168	Police	CBPD	481SWH5428	CBV133_C	704524	22395	Mobile	Replace	Maxtrac	1	
169	Police	CBPD	481SWH5430	CBV192_C	704520	22398	Mobile	Replace	Maxtrac	1	
170	Police	CBPD	481SWH5432	CBV099_C	704512	22406	Mobile	Replace	Maxtrac	1	
171	Police	CBPD	481SWH5438	CBV198_C	704503	22399	Mobile	Replace	Maxtrac	1	
172	Police	CBPD	481SWH5445	CBV181_C	704505	22392	Mobile	Replace	Maxtrac	1	
173	Police	CBPD	481SWH5653	CBV118_C	704508	22475	Mobile	Replace	Maxtrac	1	
174	Police	CBPD	500CEW2832	CBV181_M	704669	CB14752	Mobile	Re-Program	XTL5000	2	
175	Police	CBPD	500CEW2833	CBV188_M	729992	CB14753	Mobile	Re-Program	XTL5000	2	
176	Police	CBPD	500CGK1520	CBV145_M	704530	CB15030	Mobile	Re-Tune	XTL5000	2	VEH 145
177	Police	CBPD	500CGK1521	CBV146_M	704696	CB15031	Mobile	Re-Tune	XTL5000	2	VEH 146
178	Police	CBPD	500CGK1522	CBV147_M	704699	CB15032	Mobile	Re-Tune	XTL5000	2	VEH 147
179	Police	CBPD	500CGK1523	CBV148_M	729996	CB15033	Mobile	Re-Tune	XTL5000	2	VEH 148
180	Police	CBPD	500CGK1524	CBV149_M	729997	CB15034	Mobile	Re-Tune	XTL5000	2	VEH 149
181	Police	CBPD	518AWL0014	CBCN1_B	704540	22772	Remote	Replace	onsolette	2	

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1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
182	Police	CBPD	518AWL0015	CB1_B	704539	22771	Remote	Replace	onsolette	2	
183	Police	CBPD	518AXG0072	CBP9_B	704577	CB12309	Remote	Replace	onsolette	2	
184	Police	CBPD	518AXG0073	CB2_B	704578	04850	Remote	Replace	onsolette	2	
185	Police	CBPD	721CDA0787	CBSPR11_P	704501	26	Portable	Re-Program	XTS5000	2	
186	Police	CBPD	721CDA0788	CB1_P	704659	27	Portable	Re-Program	XTS5000	2	Chief Pavlis
187	Police	CBPD	722ABL1796	CBV117_M	704737	CB13947	Mobile	Re-Program	MCS2000	2	
188	Police	CBPD	722ABL1897	CBV117_C	704738	CB13948	Mobile	Re-Program	MCS2000	1	
189	Police	CBPD	722AWL0221	CBV135_M	704671	21831	Mobile	Re-Program	MCS2000	2	
190	Police	CBPD	722AWL0222	CBV134_M	704654	21837	Mobile	Re-Program	MCS2000	2	
191	Police	CBPD	722AWL0223	CBV115_M	704651	21828	Mobile	Re-Program	MCS2000	2	
192	Police	CBPD	722AWL0224	CBV128_M	704660	21845	Mobile	Re-Program	MCS2000	2	
193	Police	CBPD	722AWL0226	CBV196_M	704675	21835	Mobile	Re-Program	MCS2000	2	
194	Police	CBPD	722AWL0227	CBV130_M	704668	21833	Mobile	Re-Program	MCS2000	2	
195	Police	CBPD	722AWL0228	CBV140_M	704656	21847	Mobile	Re-Program	MCS2000	2	
196	Police	CBPD	722AWL0229	CBV136_M	704665	21834	Mobile	Re-Program	MCS2000	2	
197	Police	CBPD	722AWL0231	CBV133_M	704679	21840	Mobile	Re-Program	MCS2000	2	
198	Police	CBPD	722AWL0232	CBV112_M	704666	21839	Mobile	Re-Program	MCS2000	2	
199	Police	CBPD	722AWL0234	CBV126_M	704674	21832	Mobile	Re-Program	MCS2000	2	
200	Police	CBPD	722AWL0235	CBV190_M	704680	21841	Mobile	Re-Program	MCS2000	2	
201	Police	CBPD	722AWL0236	CBV129_M	704672	21848	Mobile	Re-Program	MCS2000	2	
202	Police	CBPD	722AWL0237	CBV096_M	704670	21827	Mobile	Re-Program	MCS2000	2	
203	Police	CBPD	722AWL0238	CBV123_M	704677	21826	Mobile	Re-Program	MCS2000	2	
204	Police	CBPD	722AWL0240	CBV125_M	704662	21846	Mobile	Re-Program	MCS2000	2	
205	Police	CBPD	722AWL0241	CBV131_M	704673	21844	Mobile	Re-Program	MCS2000	2	
206	Police	CBPD	722AWL0242	CBV124_M	704658	21843	Mobile	Re-Program	MCS2000	2	
207	Police	CBPD	722AWL0244	CBV118_M	704676	21825	Mobile	Re-Program	MCS2000	2	
208	Police	CBPD	722AWL0245	CBV143_M	704678	21842	Mobile	Re-Program	MCS2000	2	VEH 143
209	Police	CBPD	722AWL0246	CBV139_M	704657	21850	Mobile	Re-Program	MCS2000	2	
210	Police	CBPD	722AWL0247	CBV116_M	704661	21854	Mobile	Re-Program	MCS2000	2	
211	Police	CBPD	722AWL0248	CBV119_M	704667	21852	Mobile	Re-Program	MCS2000	2	

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1	Department	Division	SerialNo	SMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
212	Police	CBPD	722AWL0249	CBV192_M	704655	21851	Mobile	Re-Program	MCS2000	2	
213	Police	CBPD	722AWL0341	CBV122_M	704689	22782	Mobile	Re-Program	MCS2000	2	
214	Police	CBPD	722AWL0342	CBV127_M	704690	22784	Mobile	Re-Program	MCS2000	2	
215	Police	CBPD	722AWL0343	CBV157_M	704664	04027	Mobile	Re-Program	MCS2000	2	VEH 157
216	Police	CBPD	722AWL0345	CBV137_M	704652	22783	Mobile	Re-Program	MCS2000	2	
217	Police	CBPD	722AZG1941	CBV132_M	704719	CB13378	Mobile	Re-Program	MCS2000	2	
218	Police	CBPD	722AZW1933	CBV158_C	704731	CB13509	Mobile	Re-Program	MCS2000	1	158
219	Police	CBPD	722AZW1934	CBV101_C	704730	CB13508	Mobile	Re-Program	MCS2000	1	
220	Police	CBPD	722AZW1938	CBV159_M	704728	CB13507	Mobile	Re-Program	MCS2000	2	VEH 159
221	Police	CBPD	722AZW1939	CBV158_M	704729	CB13506	Mobile	Re-Program	MCS2000	2	158
222	Police	CBPD	722CDG0842	CBV120_C	704744	CB14435	Mobile	Re-Program	MCS2000	2	
223	Police	CBPD	722CDG0843	CBV121_C	704746	CB14436	Mobile	Re-Program	MCS2000	2	
224	Police	CBPD	722CDG0844	CBV138_C	729994	CB14437	Mobile	Re-Program	MCS2000	1	
225	Police	CBPD	722CDG0845	CBV121_M	704745	CB14439	Mobile	Re-Program	MCS2000	2	
226	Police	CBPD	722CDG0846	CBV138_M	729993	CB14440	Mobile	Re-Program	MCS2000	2	
227	Police	CBPD	722CDG0847	CBV120_M	704743	CB14438	Mobile	Re-Program	MCS2000	2	
228	Police	CBPD	722CEE0731	CBV136_C	729991	CB14573	Mobile	Re-Program	MCS2000	1	
229	Police	CBPD	722CEE0732	CBV128_C	729985	CB14571	Mobile	Re-Program	MCS2000	1	
230	Police	CBPD	722CEE0733	CBV186_C	729976	CB14574	Mobile	Re-Program	MCS2000	1	
231	Police	CBPD	722CEE0734	CBV130_C	729986	CB14579	Mobile	Re-Program	MCS2000	1	
232	Police	CBPD	722CEE0735	CBV126_C	704749	CB14578	Mobile	Re-Program	MCS2000	1	
233	Police	CBPD	722CEE0736	CBV180_C	729987	CB14587	Mobile	Re-Program	MCS2000	1	
234	Police	CBPD	722CEE0737	CBV139_C	729982	CB14580	Mobile	Re-Program	MCS2000	1	
235	Police	CBPD	722CEE0738	CBV183_C	729981	CB14584	Mobile	Re-Program	MCS2000	1	
236	Police	CBPD	722CEE0739	CBV131_C	729988	CB14575	Mobile	Re-Program	MCS2000	1	
237	Police	CBPD	722CEE0740	CBV137_C	729989	CB14581	Mobile	Re-Program	MCS2000	1	
238	Police	CBPD	722CEE0741	CBV127_C	729977	CB14577	Mobile	Re-Program	MCS2000	1	
239	Police	CBPD	722CEE0742	CBV129_C	729990	CB14582	Mobile	Re-Program	MCS2000	1	
240	Police	CBPD	722CEE0743	CBV185_C	729983	CB14572	Mobile	Re-Program	MCS2000	1	
241	Police	CBPD	722CEE0744	CBV182_C	729984	CB14586	Mobile	Re-Program	MCS2000	1	



INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
242	Police	CBPD	722CEE0745	CBV124_C	729979	CB14585	Mobile	Re-Program	MCS2000	1	
243	Police	CBPD	722CEE0746	CBV187_C	729980	CB14576	Mobile	Re-Program	MCS2000	1	
244	Police	CBPD	722CEE0747	CBV184_C	729975	CB14588	Mobile	Re-Program	MCS2000	1	
245	Police	CBPD	722CEE0748	CBV125_C	729978	CB14583	Mobile	Re-Program	MCS2000	1	
246	Police	CBPD	722CFL0030	E	729995	MOTO	Mobile	Re-Program	MCS2000	1	
247	Police	CBPD	761ABW0107	CBPD_B3	704653	CBPD	Remote	Re-Program	solette	2	
248	Police	CBPD	775TGE1728	CBV145_C	729998	CB15025	Mobile	Re-Tune	XTL1500	2	VEH 145
249	Police	CBPD	775TGE1729	CB146_C	729999	CB15026	Mobile	Re-Tune	XTL1500	2	VEH 146
250	Police	CBPD	775TGG0006	CBV147_C	730000	CB15027	Mobile	Re-Tune	XTL1500	2	VEH 147
251	Police	CBPD	775TGG0030	CBV148_C	730001	CB15028	Mobile	Re-Tune	XTL1500	2	VEH 148
252	Police	CBPD	775TGG0033	CBV149_C	730002	CB15029	Mobile	Re-Tune	XTL1500	2	VEH 149
253	Casselberry PW	CBPW	466ACE1712	CB704740	704740	CBPW	Portable	Re-Program	MTS2000	1	PLANNING
254	Casselberry PW	CBPW	466ACE1713	CB704739	704739	CBPW	Portable	Re-Program	MTS2000	1	PLANNING
255	Casselberry PW	CBPW	466AXG2542	CB101_P	704583	6	Portable	Re-Program	MTS2000	1	BOB BIELOH
256	Casselberry PW	CBPW	466AXG2543	CB300_P	704591	CB12284	Portable	Re-Program	MTS2000	1	CALHOUN
257	Casselberry PW	CBPW	466AXG2544	CB326_P	704586	CB12279	Portable	Re-Program	MTS2000	1	Casselberry
258	Casselberry PW	CBPW	466AXG2545	CB104_P	704584	CB4925	Portable	Re-Program	MTS2000	1	Casselberry
259	Casselberry PW	CBPW	466AXG2546	CB322_P	704589	CB12277	Portable	Re-Program	MTS2000	1	Casselberry
260	Casselberry PW	CBPW	466AXG2547	CB325_P	704588	CB12280	Portable	Re-Program	MTS2000	1	Casselberry
261	Casselberry PW	CBPW	466AXG2549	CB323_P	704587	CB12276	Portable	Re-Program	MTS2000	1	VALERIE MUNDO
262	Casselberry PW	CBPW	466AXG2550	CB321_P	704590	CB12278	Portable	Re-Program	MTS2000	1	Casselberry
263	Casselberry PW	CBPW	466AXG2551	CB103_P	704581	8	Portable	Re-Program	MTS2000	1	Casselberry
264	Casselberry PW	CBPW	466AXG2552	CB118_P	704582	4	Portable	Re-Program	MTS2000	1	Casselberry
265	Casselberry PW	CBPW	466AXG2553	CB102_P	704580	CB4927	Portable	Re-Program	MTS2000	1	Casselberry
266	Casselberry PW	CBPW	466AXG2554	CB367_P	704579	CB12308	Portable	Re-Program	MTS2000	1	Casselberry
267	Casselberry PW	CBPW	466AXG2555	CB150_P	704598	5	Portable	Re-Program	MTS2000	1	Casselberry
268	Casselberry PW	CBPW	466AXG2556	CB381_P	704637	CB12298	Portable	Re-Program	MTS2000	1	Casselberry
269	Casselberry PW	CBPW	466AXG2557	CB151_P	704624	4	Portable	Re-Program	MTS2000	1	Casselberry
270	Casselberry PW	CBPW	466AXG2558	CB130_P	704609	5	Portable	Re-Program	MTS2000	1	Casselberry
271	Casselberry PW	CBPW	466AXG2560	CB386_P	704626	CB12302	Portable	Re-Program	MTS2000	1	Casselberry

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
272	Casselberry PW	CBPW	466AXG2561	CB332_P	704593	CB12269	Portable	Re-Program	MTS2000	1	Casselberry
273	Casselberry PW	CBPW	466AXG2562	CB154_P	704629	6	Portable	Re-Program	MTS2000	1	Flash
274	Casselberry PW	CBPW	466AXG2564	CB373_P	704606	CB12287	Portable	Re-Program	MTS2000	1	Casselberry
275	Casselberry PW	CBPW	466AXG2565	CB366_P2	704605	CB12288	Portable	Re-Program	MTS2000	1	Casselberry
276	Casselberry PW	CBPW	466AXG2566	CB384_P	704633	CB12301	Portable	Re-Program	MTS2000	1	Casselberry
277	Casselberry PW	CBPW	466AXG2567	CB382_P	704634	CB12299	Portable	Re-Program	MTS2000	1	Casselberry
278	Casselberry PW	CBPW	466AXG2570	CB330_P	704594	CB12268	Portable	Re-Program	MTS2000	1	LOIS
279	Casselberry PW	CBPW	466AXG2572	CB380_P	704636	CB12297	Portable	Re-Program	MTS2000	1	Casselberry
280	Casselberry PW	CBPW	466AXG2573	CB141_P	704616	8	Portable	Re-Program	MTS2000	1	MALDONADO
281	Casselberry PW	CBPW	466AXG2574	CB149_P	704615	CB4909	Portable	Re-Program	MTS2000	1	Casselberry
282	Casselberry PW	CBPW	466AXG2575	CB153_P	704628	5	Portable	Re-Program	MTS2000	1	Casselberry
283	Casselberry PW	CBPW	466AXG2577	CB362_P	704599	CB12294	Portable	Re-Program	MTS2000	1	Casselberry
284	Casselberry PW	CBPW	466AXG2578	CB331_P	704631	CB12267	Portable	Re-Program	MTS2000	1	Casselberry
285	Casselberry PW	CBPW	466AXG2579	CB155_P	704627	7	Portable	Re-Program	MTS2000	1	Casselberry
286	Casselberry PW	CBPW	466AXG2580	CB383_P	704635	CB12300	Portable	Re-Program	MTS2000	1	Casselberry
287	Casselberry PW	CBPW	466AXG2581	CB145_P	704610	CB4914	Portable	Re-Program	MTS2000	1	Casselberry
288	Casselberry PW	CBPW	466AXG2582	CB334_P	704632	CB12266	Portable	Re-Program	MTS2000	1	Casselberry
289	Casselberry PW	CBPW	466AXG2583	CB100_P	704602	CB12291	Portable	Re-Program	MTS2000	1	Casselberry
290	Casselberry PW	CBPW	466AXG2584	CB134_P	704592	CB4859	Portable	Re-Program	MTS2000	1	Casselberry
291	Casselberry PW	CBPW	466AXG2585	CB366_P1	704603	CB12290	Portable	Re-Program	MTS2000	1	
292	Casselberry PW	CBPW	466AXG2587	CB365_P	704604	CB12289	Portable	Re-Program	MTS2000	1	Casselberry
293	Casselberry PW	CBPW	466AXG2588	CB312_P	704596	CB4858	Portable	Re-Program	MTS2000	1	Casselberry
294	Casselberry PW	CBPW	466AXG2589	CB368_P	704600	CB12293	Portable	Re-Program	MTS2000	1	Casselberry
295	Casselberry PW	CBPW	466AXG2590	CB350_P	704639	CB12303	Portable	Re-Program	MTS2000	1	Casselberry
296	Casselberry PW	CBPW	466AXG2591	CB144_P	704611	CB4913	Portable	Re-Program	MTS2000	1	Casselberry
297	Casselberry PW	CBPW	466AXG2592	CB353_P	704640	CB12306	Portable	Re-Program	MTS2000	1	Casselberry
298	Casselberry PW	CBPW	466AXG2593	CB360_P	704595	CB12296	Portable	Re-Program	MTS2000	1	Casselberry
299	Casselberry PW	CBPW	466AXG2594	CB352_P	704638	CBPW	Portable	Re-Program	MTS2000	1	Casselberry
300	Casselberry PW	CBPW	466AXG2595	CB351_P	704641	CB12304	Portable	Re-Program	MTS2000	1	Casselberry
301	Casselberry PW	CBPW	466AXG2596	CB355_P	704642	CB12307	Portable	Re-Program	MTS2000	1	Casselberry

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
302	Casselberry PW	CBPW	466AXG2597	CB311_P	704630	CB4857	Portable	Re-Program	MTS2000	1	Casselberry
303	Casselberry PW	CBPW	466AXG2598	CB117_P	704643	3	Portable	Re-Program	MTS2000	1	
304	Casselberry PW	CBPW	466AXG2600	CB116_P	704617	2	Portable	Re-Program	MTS2000	1	BOB JONES
305	Casselberry PW	CBPW	466AXG2601	CB110_P	704623	CB4916	Portable	Re-Program	MTS2000	1	Casselberry
306	Casselberry PW	CBPW	466AXG2602	CB112_P	704621	CB4918	Portable	Re-Program	MTS2000	1	Casselberry
307	Casselberry PW	CBPW	466AXG2603	CB115_P	704618	1	Portable	Re-Program	MTS2000	1	Casselberry
308	Casselberry PW	CBPW	466AXG2604	CB111_P	704622	CB4917	Portable	Re-Program	MTS2000	1	Casselberry
309	Casselberry PW	CBPW	466AXG2605	CB113_P	704620	9	Portable	Re-Program	MTS2000	1	Casselberry
310	Casselberry PW	CBPW	466AXG2606	CB114_P	704619	0	Portable	Re-Program	MTS2000	1	Casselberry
311	Casselberry PW	CBPW	466AXG2607	CB12286P	704644	CB12286	Portable	Re-Program	MTS2000	3	DIRECTOR
312	Casselberry PW	CBPW	466AXG2608	CB12285_P	704645	CB12285	Portable	Re-Program	MTS2000	3	CALHOUN
313	Casselberry PW	CBPW	466AXG2609	CB004856_P	704646	6	Portable	Re-Program	MTS2000	3	Casselberry
314	Casselberry PW	CBPW	466AXL3463	CB704681	704681	CB	Portable	Re-Program	MTS2000	3	? May be PW
315	Casselberry PW	CBPW	466AYA4201	CB13137_P	704691	CB13137	Portable	Re-Program	MTS2000	2	
316	Casselberry PW	CBPW	466AYA4202	CB704692P	704692	CB13138	Portable	Re-Program	MTS2000	3	
317	Casselberry PW	CBPW	466AYN2689	CB704694	704694	CB13120	Portable	Re-Program	MTS2000	3	ID'S
318	Casselberry PW	CBPW	466AYN2690	CB704601_P	704601	CB13123	Portable	Re-Program	MTS2000	2	
319	Casselberry PW	CBPW	466AYN2691	CBPW148_P	704705	CB13119	Portable	Re-Program	MTS2000	2	
320	Casselberry PW	CBPW	466AYN2692	CB704708	704708	CB13115	Portable	Re-Program	MTS2000	2	
321	Casselberry PW	CBPW	466AYN2694	CB704697	704697	CB13118	Portable	Re-Program	MTS2000	2	UNIT 131
322	Casselberry PW	CBPW	466AYN2695	CBPW704695_P	704695	CB13113	Portable	Re-Program	MTS2000	2	
323	Casselberry PW	CBPW	466AYN2696	CB704700_P	704700	CB13111	Portable	Re-Program	MTS2000	2	CALHOUN
324	Casselberry PW	CBPW	466AYN2697	CB704706	704706	CB13121	Portable	Re-Program	MTS2000	2	LARRY JOHNSON
325	Casselberry PW	CBPW	466AYN2698	CB704701P	704701	CB13112	Portable	Re-Program	MTS2000	2	
326	Casselberry PW	CBPW	466AYN2699	CB13117P	704707	7	Portable	Re-Program	MTS2000	2	
327	Casselberry PW	CBPW	466AYN2700	CB704704_P	704704	CB13127	Portable	Re-Program	MTS2000	2	
328	Casselberry PW	CBPW	466AYN2701	CB13114P	704698	CB13114	Portable	Re-Program	MTS2000	2	STEVE SPENCER
329	Casselberry PW	CBPW	466AYN2702	CB704709	704709	CB13116	Portable	Re-Program	MTS2000	2	
330	Casselberry PW	CBPW	466AYN2704	CB704703_P	704703	CB13122	Portable	Re-Program	MTS2000	2	
331	Casselberry PW	CBPW	466AYN2705	CB13125P	704702	5	Portable	Re-Program	MTS2000	2	

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
332	Casselberry PW	CBPW	466AZQ2223	CBCD100	704597	CB13452	Portable	Re-Program	MTS2000	2	MIKE DEJESUS
333	Casselberry PW	CBPW	466AZQ2224	CBPK119	704720	CB13450	Portable	Re-Program	MTS2000	2	Parks
334	Casselberry PW	CBPW	466AZQ2225	CBCD105	704721	CB13461	Portable	Re-Program	MTS2000	2	Parks
335	Casselberry PW	CBPW	466CDE0523	CB119_P	704742	CB14454	Portable	Re-Program	MTS2000	1	PARKS & REC
336	Casselberry PW	CBPW	466CEC0110	CB124_P	704748	CB14534	Portable	Re-Program	MTS2000	1	PARKS

EXHIBIT "B"

SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS

CASSELBERRY

LAKE MARY

LONGWOOD

OVIEDO

SANDORD

WINTER SPRINGS

SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard

District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)

District 3 - Lake Mary and Lake Emma

District 4 - Oviedo Lockwood and SR/419

District 5 - 436 and Howell Branch

District 6 - Fern Park

District 7 - Hunt Club

Fire Stations - TBD\*

\* Other service locations for portables to be determined and negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd

419 Fire Training Center



## CITY MANAGER M E M O R A N D U M

**To:** The Honorable Mayor Goff and City Commissioners

**From:** Barbara Lipscomb, City Manager *in v*

**Date:** June 11, 2007

**Subject:** Resolution #07-1797  
800 MHz Rebanding Interlocal Agreement

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**Introduction:** This agenda item requests City Commission approval of an "800 MHz Rebanding Interlocal Agreement" between the City of Casselberry and Seminole County necessitated by the FCC (Federal Communications Commission) funded mandate (Report and Order) that was adopted on July 8, 2004 for "Improving Public Safety Communications in the 800 MHz Band."

**Background:** The City of Casselberry has been working with Seminole County's Information Technologies Department since the announcement of the FCC rebanding program. Presentations have taken place at both the Police Chiefs and Fire Chiefs monthly meetings along with on-site meetings of Seminole County staff at the City. Seminole County, which is the FCC license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority, will serve as coordinator for this project for all radio users. The City Attorney has reviewed the attached Interlocal Agreement.

**Discussion:** The City of Casselberry has provided updated inventories of radios to the County on a regular basis in conjunction with radio maintenance services provided. All City radios (mobile and portables) have been analyzed for the ability to be reprogrammed. Those not suitable for this process have been identified for replacement at no cost to the City.

Police Chief John Pavlis will serve as the designated City of Casselberry official responsible for all material actions, oversight and coordination in the performance of this Agreement.

**Budget Impact:** There is no budget impact to the City of Casselberry during the process. The County will ultimately reimburse the City (one time) for human resource costs associated with rebanding upon completion of the project. Each department with radios will keep records detailing their involvement with the project.

**Recommendation:** The City Manager and Police Chief recommend approval of the Interlocal Agreement.

**Prepared by:** John J. Pavlis, Chief of Police

8. A

**Approved by:** John J. Pavlis, Chief of Police

**Attachments:** Resolution 07-1797  
Cover letter – Tommy Oliveras, Seminole County CPM Program Manager  
Overview  
Interlocal Agreement  
Exhibit “A” – Inventory of City’s 800MHz equipment needing reconfiguration  
or replacement  
Exhibit “B” – Scope of Work/Service Locations

AGREEMENT BETWEEN THE CITY OF LAKE MARY, FLORIDA  
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES  
RELATING TO REBANDING OF THE 800 MHZ PUBLIC SAFETY/EMERGENCY  
RADIO COMMUNICATIONS SYSTEM

THIS AGREEMENT ("the Agreement") is made and entered into this 21 day of JUNE, 2007, between the CITY OF LAKE MARY, FLORIDA, a municipality incorporated under the laws of the State of Florida, whose mailing address is P.O. Box 958445, Lake Mary, Florida 32795-8445, hereinafter referred to as the "CITY" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency



and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

**WHEREAS**, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

**WHEREAS**, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

**WHEREAS**, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. Term of Agreement.** The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the

FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

### **Section 3. County Responsibilities.**

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY's license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY's and COUNTY's systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both CITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

#### **Section 4. City Responsibilities.**

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, and the FCC and/or its

Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

#### **Section 5. Reconfiguration Workshop Locations.**

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license sub-

scribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

**Section 6. Compliance With Laws.**

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

**Section 7. Indemnification.** Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**Section 8. Insurance.** Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise

maintain a self insurance program.

**Section 8. Notice to Parties.**

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

**For CITY:**

City Manager  
City of Lake Mary  
P.O. Box 958445  
Lake Mary, Florida 32795-8445  
Telephone Number: 407-585-1419

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

**Section 10. Equal Opportunity Employment.** The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

**Section 12. Interpretations.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**Section 13. Alternative Dispute Resolution.** Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

**Section 14. Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**Section 15. Modifications, Amendments or Alterations.** Except as expressly provided in Sections 5 and 9 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 16. Assignment/Third Party Beneficiaries.**

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.



**Section 17. Binding Effect.** Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**Section 18. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

**Section 19. Conflicts Of Interest.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

**Section 20. AGENCY RELATIONSHIP.** The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes

envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

**Section 21. Severability.** Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

**Section 22. Headings.** All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

**Section 23. Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

**Section 24. Exhibits.** Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

(SIGNATURES ON FOLLOWING PAGE)

ATTEST:

Carol A. Foster  
City Clerk

CITY OF LAKE MARY, FLORIDA

By: Thomas C. Greene, Mayor

Date: June 21, 2007

Approved as to form and  
legal sufficiency.

Colin Reed  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

County Attorney

Exhibit "A" - Inventory of 800 MHz Equipment to be rebanded

Exhibit "B" - Service Locations

**EXHIBIT "A"**

**Inventory of CITY's 800 MHz equipment needing reconfiguration or  
replacement**

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"

SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS

CASSELBERRY

LAKE MARY

LONGWOOD

OVIEDO

SANDORD

WINTER SPRINGS

SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard

District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)

District 3 - Lake Mary and Lake Emma

District 4 - Oviedo Lockwood and SR/419

District 5 - 436 and Howell Branch

District 6 - Fern Park

District 7 - Hunt Club

Fire Stations - TBD\*

\* Other service locations for portables to be determined and negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd

419 Fire Training Center

7-9-07  
G.A.

**AGREEMENT BETWEEN THE CITY OF SANFORD, FLORIDA  
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES  
RELATING TO REBANDING OF THE 800 MHZ PUBLIC SAFETY/EMERGENCY  
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the CITY OF SANFORD, FLORIDA, a municipality incorporated under the laws of the State of Florida, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as the "CITY" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency

and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

**WHEREAS**, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

**WHEREAS**, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

**WHEREAS**, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. Term of Agreement.** The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for

such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

### **Section 3. County Responsibilities.**

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY's license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY's and COUNTY's systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both



CITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to

the subject matter of this Agreement.

**Section 4. City Responsibilities.**

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint

Nextel, the rebanding vendors and suppliers, and the FCC and/or its Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

#### **Section 5. Reconfiguration Workshop Locations.**

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

**Section 6. Compliance With Laws.**

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

**Section 7. Indemnification.** Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**Section 8. Insurance.** Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or

reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

**Section 9. Notice to Parties.**

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

**For CITY:**

Sherman Yehl, City Manager  
City of Sanford  
300 North Park Ave.  
Sanford, Florida 32771  
Telephone Number: 407-330-5602

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

**Section 10. Equal Opportunity Employment.** The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

**Section 12. Interpretations.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**Section 13. Alternative Dispute Resolution.** Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

**Section 14. Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**Section 15. Modifications, Amendments or Alterations.** Except as expressly provided in Sections 5 and 9 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 16. Assignment/Third Party Beneficiaries.**

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

**Section 17. Binding Effect.** Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**Section 18. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

**Section 19. Conflicts Of Interest.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

**Section 20. AGENCY RELATIONSHIP.** The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes

envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

**Section 21. Severability.** Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

**Section 22. Headings.** All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

**Section 23. Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

**Section 24. Exhibits.** Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF,** the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

*(SIGNATURES ON FOLLOWING PAGE)*



ATTEST:

CITY OF SANFORD, FLORIDA

acting Cynthia Porter  
City Clerk  
Cynthia Porter

By: Linda Kuhn, Mayor

Date: 7/16/07

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Exhibit "A" - Inventory of 800 MHz Equipment to be rebanded

Exhibit "B" - Service Locations

**EXHIBIT "A"**

**Inventory of CITY's 800 MHz equipment needing reconfiguration or  
replacement**

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"

SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS

CASSELBERRY

LAKE MARY

LONGWOOD

OVEDO

SANDORD

WINTER SPRINGS

SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard

District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)

District 3 - Lake Mary and Lake Emma

District 4 - Oviedo Lockwood and SR/419

District 5 - 436 and Howell Branch

District 6 - Fern Park

District 7 - Hunt Club

Fire Stations - TBD\*

\* Other service locations for portables to be determined and negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd

419 Fire Training Center